

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**CLARK FORK VALLEY HOSPITAL**

**And**

**MONTANA NURSES ASSOCIATION  
CFVH Local Unit #34**

**January 1, 2015 to December 31, 2017**

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## **Preamble**

The purpose of this Agreement is to promote safety and efficiency in operations, and to provide a contractual obligation achieved by collective bargaining relative to wages, hours, and working conditions of employees covered by the terms of this agreement.

This agreement is made and entered into between Plains Hospital Corporation dba Clark Fork Valley Hospital, Plains, MT, hereinafter referred to as "The Hospital", and the Montana Nurses' Association – Clark Fork Valley Hospital – Local #34, hereinafter referred to as "The Union". All members of the bargaining unit as defined by the Recognition Clause of the contract shall be referred to as Nurses.

## **Article 1 – Recognition**

### **Section 1.1:**

The Hospital recognizes the Association as the exclusive representative for collective bargaining purposes of all full-time, part-time, Relief/PRN, and temporary Registered Nurses excluding all other employees, managers, supervisors, guards, Home Health, Clinic, and Confidential Registered Nurses.

## **Article 2 – Non-Discrimination**

### **Section 2.1:**

The Hospital and the Union agree not to discriminate against any employee on the basis of race, color, sex, age, national origin, marital status, religion, disability or union activity or non-union activity. All items contained within this Section are not subject to the provisions of Article 26 (Grievance and Arbitration) of this agreement.

## **Article 3 – Separability**

### **Section 3.1:**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## **Article 4 – Scope of Agreement**

### **Section 4.1:**

The Agreement expressed herein in writing constitutes the entire agreement between the parties. It is understood that the specific provisions of the Agreement shall be the sole source of the rights of the Union and the rights of any employee covered by this Agreement, and shall supersede all previous oral and written agreements between the Hospital and the employees. The Hospital is under no obligation to maintain past practices, existing conditions or historical benefits, oral or written.

## **Article 5 – Management Rights**

### **Section 5.1:**

In order to operate its business, the Hospital, in its sole discretion, retains and shall have the following exclusive rights: to determine the number, location and type of facilities; to determine the type and/or quality of services rendered; to determine the methods, techniques and equipment utilized; to hire, supervise, evaluate, discipline, discharge, promote, demote, layoff, transfer and recall the work force; to assign work and change, combine, create or abolish job content; to establish and make known reasonable work rules and safety rules for all employees, to contract; and to determine the number of employees, including the number of employees assigned to any particular operation or shift.

### **Section 5.2**

Any of the rights, powers, authority and functions the Hospital had prior to the negotiation of this Agreement are retained by the Hospital and the expressed provisions of this Agreement constitute the only limitations on the Hospital's right to manage its business. The Hospital not exercising rights, powers, authority and functions reserved to it, or its exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority and functions or of its right to exercise them in some other way not in conflict with a specific provision of this Agreement.

### **Section 5.3**

All other traditional rights of management are also expressly reserved to the Hospital. The express provisions of this Agreement constitute the only limitations upon the Hospital's right to manage its business as set forth in Article 4.1.

### **Section 5.4**

In order to ensure a professional and safe work environment, the Hospital has the right to conduct criminal background checks and pre-employment physicals including drug and alcohol screens on new RNs.

## **Article 6 – Union Rights**

### **Section 6.1:**

A duly authorized representative of the Union, upon reasonable notice, may be permitted at reasonable times to enter the facilities operated by the Hospital for the purpose of transacting Union business. The Union's representative shall provide notice to hospital administration with date and time of visit prior to meeting. Transaction of any business shall be conducted in an appropriate location subject to general Hospital rules applicable to non-employees and shall not interfere with the work of employees. No visitations shall disrupt patient care or productivity and the Hospital reserves the right to discontinue such visitations at any time.

### **Section 6.2:**

The Hospital will provide bulletin board space, which the Union may utilize, for official Union business. The Hospital shall determine location and size. The Association will post the following types of notices:

1. Association meeting/program notices, including relevant meeting minutes.
2. Association election notices.
3. Notices of appointments to office.
4. Notices of Association social affairs, conventions, and all continuing education opportunities.
5. Informative or educational Nursing articles or journals.

Posting information of a defamatory nature shall not be permitted.

### **Section 6.3:**

The Hospital shall provide to the Union on a quarterly basis a list of nurses in the bargaining unit, including names, addresses, and dates of hire.

**Section 6.4:**

The Local unit President, or designee, will be notified within seven (7) calendar days of all RN new hires.

**Article 7 – Right to Contract**

**Section 7.1:**

The Hospital expressly reserves the right to contract bargaining unit work on a temporary basis to non-Hospital employees for up to thirteen weeks in the event of unforeseeable work loads or for other business reasons. In the event the Hospital determines to subcontract bargaining unit work on an indefinite basis, the Hospital agrees to notify the union at least thirty days in advance to allow the parties to meet and confer on the issue. The Hospital will not subcontract bargaining work for the purpose of eliminating the Union’s representation.

**Article 8 – Discipline**

**Section 8.1:**

The Hospital shall follow the principle of progressive discipline and cause in enacting any disciplinary action towards a nurse. However, the Association and the Hospital acknowledge that immediate discharge and/or suspension may be justified in specific instances. Such instances are serious in nature and include theft, fraud, insubordination, and/or gross misconduct (as provided in Article 25, Section 25.2). In the event of such termination, a nurse shall be provided with the reason for the termination in writing, or in the case of suspension, the reason and length of suspension.

Except in instances justifying immediate disciplinary action (See Article 25), progressive discipline will consist of the following steps:

- A. Step One – Verbal Warning: When a verbal warning is given, the nurse shall be informed that his is the first step in the disciplinary process. All verbal warnings shall be documented as such and shall include the date and reason, and nurse’s signature acknowledging receipt of the warning.
- B. Step Two – Written Warning: The second step in the disciplinary process will be in the form of a written warning. A written warning shall be dated, state the reason for the warning, and shall be signed by the nurse acknowledging receipt.

- C. Step Three – Suspension: If the process of a verbal and written warning does not correct a disciplinary issue, the third step in the disciplinary process shall be suspension for a minimum of three working days, but not to exceed one week.
- D. Step Four – Termination: Should the previous steps in the disciplinary process not correct a nurse's performance, the employer shall terminate the nurse from employment with the Hospital.

**Section 8.2:**

A bargaining unit member will be notified within fifteen (15) calendar days of management's knowledge of the infraction that may result in discipline. Discussion of verbal and written warnings shall take place in a private area. When appropriate, counseling shall include written goals, and objectives to be followed aimed at correction of performance.

**Section 8.3:**

Union Representation: In the event of a meeting with management wherein an individual nurse may be disciplined, such nurse shall have the right to union representation. In cases of termination or suspension of a nurse, the Union shall be notified of such intent and the affected nurse shall be advised of the right to representation. Should the nurse choose Union representation, discipline shall be held until such time as a representative can attend its implementation with the nurse. Such discipline shall not be delayed more than 24 hours.

**Article 9 – Personnel Records**

**Section 9.1:**

All official RN employee records will be maintained in the Human Resource Department to ensure accurate, confidential, and required records of the education, experience, attendance, performance of each nurse.

**Section 9.2:**

A request to inspect the personnel record shall be made by advance appointment with the Human Resource Director or designee. The employee may inspect the file in the presence of the Human Resource Director or designee.

**Section 9.3:**

Employees are responsible for informing their department manager and/or the Human Resource Department of any changes such as: Name and

address, telephone number, marital status, citizenship, registration, certification, licensure, dependents, beneficiaries and other pertinent information. An employee Payroll System change form must be completed and initialed, as required.

**Section 9.4:**

Employee health information files are maintained in accordance with Hospital policy and are kept separate with limited access by the Administrator, Human Resource personnel and Infection Control Nurse.

**Section 9.5:**

A nurse has a right to provide a written rebuttal to any document in the Personnel File, which they take exception to.

**Article 10 – Employee Definitions**

**Section 10.1:**

For purposes of this section, the pay period is one calendar month and average hours worked shall be calculated from the most recent calendar quarter (e.g. January through March; April through June; etc.)

- A. Probationary Nurse: All nurses shall be considered probationary for the first year of their employment. A nurse’s probationary period may be extended for an additional ninety (90) days at the discretion of the Director of Nursing by informing the nurse of the decision and the reason(s) for extension. There will be a written probationary evaluation conducted monthly by the Acute Care Manager utilizing the hospital-wide probationary evaluation tool and the results of these evaluations will be communicated to the employee in a timely manner. During the probationary period, the employee may be terminated without recourse to the grievance procedure. Probationary employees are eligible to participate in fringe benefits provided by the employer based subject to the qualifying times for each benefit.
- B. Full-Time: An employee regularly and normally scheduled to work an average of 36 or more hours per week.
- C. Part-Time eligible: An employee regularly and normally scheduled to work an average of more than thirty (30) and less than thirty-six (36) hours per week.

- D. Part-Time Ineligible: An employee regularly and normally scheduled to work an average of more than twenty (20) and less than thirty (30) hours per week.
- E. Relief/PRN Nurse: An employee who is not regularly scheduled to work. The employee works when called in or to fill in for vacation, sick leave, leaves of absence, personal time off, continuing education, etc. The employee may work enough hours to meet the minimum requirements for "regular" status periodically, but this does not qualify that employee for reclassification unless it is anticipated that the employee will be regularly scheduled at an adequate level in the future.
- F. Temporary Nurse: An employee hired for a specific, temporary period of time, up to nine months and is classified as temporary at time of hire.
- G. Charge Nurse: A nurse designated by the nursing manager to coordinate unit activities during designated shift. The role of Charge Nurse is not a position of posting. Charge Nurses will be appointed by nurse managers.

The Hospital agrees that during the term of this Contract it will not assert or seek to challenge the supervisory or non-supervisor status as defined in section 2(11) of the National Labor Relations Act, of any bargaining unit employees who function in the role of Charge Nurse, whether on a temporary or permanent basis. With the exception of staff adjustments to ensure adequate staffing levels and/or patient safety, a Charge nurse shall not have the authority to hire, layoff, terminate, promote, discharge, reward, or discipline other employees, or to adjust their grievances or effectively recommend such actions.

## **Article 11 – Hours of Work**

### **Section 11.1:**

Regular Work Period: The regular work period shall consist of 80 hours in a fourteen day period (8/80 hour work period) or 40 hours in a seven day period (40 hour work period). Nurses regularly working a designated 10, 12, 16, or 24-hour shift shall be considered to have a 40-hour work period.

**Section 11.2**

Regular Work Shift: A regular work shift shall be designated as 4, 5, 8, 10, 12, 16, or 24 hours.

**Section 11.3**

Meal Breaks: Employees will be eligible for one thirty-minute meal break per shift, for any shift of 8 hours or more. An employee will not be paid while they are on a meal break and meal breaks are not counted toward hours worked. During day shift, meal breaks are to be taken off the unit with no eating at the nursing station. When possible an RN must be available to cover patient care and E.R. while an RN is on meal break during the day shift. Missed and interrupted meal breaks, as documented according to current timekeeping practices, will be paid as time worked. Meal breaks taken by employees working less than 7 hours in a single shift must be clocked in and out by the employee. Missed meals will only count if a nurse is not provided an uninterrupted (by patient care demands) 30 minute off unit break during the work shift.

**Section 11.4**

Rest Period: Employees will be eligible for one paid 15 minute relief period in each four hour period worked. If an employee works through a rest period, the employee will not receive additional compensation. Rest periods are counted towards hours worked.

**Section 11.5**

Overtime: Overtime is intended to meet Hospital emergency needs only and must be authorized in advance by the supervisor or department manager. Employees are expected to work overtime when required. Nurses shall be classified as working either an 8/80-work period or a 40-hour work period, as per Section 11.1. Nurses classified as working an 8/80 work period shall be compensated at one and one-half times the regular straight time hourly rate of pay provided for in this agreement, for all time worked in excess of 8 hours per day or 80 hours per work period. Nurses classified as working a 40 hour work period shall be compensated at one and one-half times the regular straight time hourly rate of pay provided for in this agreement, for all time worked in excess of 40 hours per work period. Overtime shall not be compounded or pyramided. An employee may be required to shift extend, but will not be required to accept call-in to the Hospital unless on call, except in emergency situations.

**Section 11.6**

If an employee reports for work on a regular schedule and is sent home within two hours for lack of work, or if an employee is asked to report,

reports, and is sent home within two hours, that employee shall receive two hours pay.

### **Section 11.7**

Employees called to work during a scheduled time off that report during the first two hours of a shift will be paid for the entire shift. Employees called after the first two hours of a shift will be paid actual time worked plus two hours. This provision does not apply to nurses classified as Relief/PRN.

### **Section 11.8**

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 will include all time spent with hospital management and/or legal counsel in preparation for such testimony. This time will be counted as hours worked in computing overtime pay. 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.

### **Section 11.9**

Full-time or part-time employees are eligible to receive up to 14 days of Jury Duty pay per year, if they are called to jury duty on days that they would have normally been scheduled to work. Jury Duty pay will be the difference between the stipend the employee is paid for serving on the jury and the pay that they would have received if they had worked their regular schedule. To receive the difference between the stipend paid and their regular pay, the employee must sign over to the hospital the check they receive for serving on the jury. The check is to be turned into accounting. Mileage fees paid for serving on jury duty may be retained by the employee.

If an employee cannot be spared for jury duty without compromising the hospital's ability to provide services, or if the facility would risk serious financial loss, the nurse manager may submit a request to the judge asking that the employee be excused from jury duty.

### **Section 11.10**

In the event the disaster plan is activated, management may require nursing staff to report to work and remain until dismissed.

### **Section 11.11**

Management may determine and assign/reassign all work hours, schedules, shifts, and on-call duties; in addition a nurse may change present assigned shift hours upon mutual agreement. Fifty percent of bargaining unit

positions shall be full-time bid positions, which establish day or night work. However in the event of an emergency defined as: above normal census and acuity requirements as established by the scheduled Professional Conference Committee meeting during the first scheduled meeting, bereavement leave of a nurse, or FMLA leave of a nurse such position may temporarily be changed to accommodate such contingencies. Routine schedules will be posted at least two weeks in advance for at least a six-week period. If the Hospital makes a change in six-week schedule after posting, the nurse involved will be consulted.

### **Section 11.12**

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 and secure written approval of the appropriate supervisor at least 24 hours in advance. Exchange of scheduled shifts/days off will not be approved if the exchange results in overtime for either of the affected nurses.

### **Section 11.13**

Low Census is defined as a lack of work for staff RN's caused by an insufficient number of patients relative to the number of nurses scheduled. Relief/PRN and temporary nurses shall be asked to low census before full-time/part-time nurses unless a full-time/part-time nurse volunteers to take low census time. In the event the relief/PRN and/or temporary nurse has skill sets/qualifications i.e., OB experience, that the full-time/part-time nurse does not have, the nurse with the needed skill sets/qualifications will not take low census for that shift. In the event there is no relief/PRN, temporary nurse or volunteer, the low census will be rotated (based on unit skills/qualification needs) between the bargain unit members. An RN who has been appointed Charge for a particular shift may not take low census for that shift unless a Nurse Manager or designee has approved and had the opportunity to appoint another RN Charge in his or her place. A list of the low census rotation will be available for review and maintained for each contract year.

### **Section 11.14**

Nothing in this agreement shall constitute a guaranteed work schedule, workday, or workweek.

### **Section 11.15**

Orientation, In-Service and Continuing Education

#### 15. (A) Orientation

1. New hire orientation shall be defined by the hospital for a minimum of seventy-two (72) hours and may be decreased

or extended by agreement between the orientee and her/his nursing manager.

2. Orientation shall include but not be limited to:
  - a. General hospital orientation
  - b. Review of the Hospital Employee Handbook
  - c. A tour of the hospital and department
  - d. Review of Emergency Preparedness, Crash cart, medication practices in addition to other department specific competencies as defined by nursing management
  - e. Job descriptions, dress code
3. Reasonable amount of time but no less than fifteen (15) minutes will be designated during orientation to allow the MNA representative to provide orientation on the MNA function and organization. At this time, the MNA representative will provide the orientee with:
  - a. A copy of the current contract between the Hospital and MNA
  - b. Current MNA membership form
  - c. A current MNA form for authorizing payroll deduction for dues
  - d. Dues will begin 30 days after the RN's initial hire date

15 (B) In-Service

1. In-Service education programs will be provided on a continuing basis. An in-service on new procedures and equipment will be provided to the nursing staff before implementation. It is the responsibility of all RNs to attend mandatory staff meetings and in-service programs and to read information as posted by the Nurse Manager.
2. A minimum of twelve hours of in-service per year will be made available for nursing on-site.
3. In the event an RN is unable to attend a staff meeting or in-service for good cause, she/he must notify the Nurse Manager for permission to be excused. Such documentation will be noted on the in-service log. RNs who fail to attend a mandatory staff meeting or in-service without obtaining management permission will be disciplined. It will be the RNs' responsibility to obtain the information/training from their Nurse Manager prior to their next regularly scheduled shift.
4. It shall be the responsibility of the RN to maintain and update their information in the education log on a yearly basis. This log will be kept at the nursing unit and reviewed

at a minimum on a yearly basis with the Nurse Manager and at the time of the RN evaluation.

15 (C) Continuing Nursing Education (CNE)

1. Requests for CE hours shall be submitted to the Nurse Manager for review of program content and applicability.
2. If the Hospital requests or approves attendance, the Hospital will reimburse up to \$500.00 annually (calculated per hospital policy) for each RN in addition to a total of eight (8) hours/day for a one day workshop or up four(4) hours/day for a half day workshop to be paid at the RN's base rate.
3. RNs will not be eligible to take CE Hours until satisfactory completion of the probationary period.
4. Where requests from two RNs are received, the Nurse Manager shall determine eligibility based on RN's educational need and nursing unit enhancement.
5. If the RN is attending per Hospital request, that RN shall provide information in the form of an in-service for fellow staff members and provide policy and procedure updates if applicable.
6. RNs are encouraged to attend CE hours. In the event that an RN is attending without Hospital request, the Nurse Manager shall attempt to honor the requested days off for the RN to attend.
7. Requests shall be made at least four weeks in advance of the registration deadline to allow for processing and scheduling needs. The Hospital will notify the RN of approval/decline of request within three weeks of registration deadline. CNE requests submitted less than four weeks in advance may be considered and approved or declined based on departmental staffing needs and processing.

15 (D) RNs are eligible for the Tuition Reimbursement Program provided by the Hospital.

## **Article 12 – Time Records**

### **Section 12.1:**

The employee is required to keep an accurate record of time worked utilizing the time clock provided by the Hospital. Work should be planned to begin not more than five (5) minutes before the scheduled starting time and to be completed not more than five (5) minutes beyond the scheduled

check-out time, unless overtime has been specifically authorized by the supervisor. Under no circumstances may time be held over and recorded on another day. It is the employee's responsibility to keep track of their own hours and log them according to current time keeping practices. Improper logging of hours on the time clock may result in delayed payment of earnings.

**Section 12.2:**

An employee is not permitted to record time on behalf of another employee. Tampering with or altering time cards in any way to report time other than that actually worked is a serious offense and may result in dismissal.

**Article 13 – Assignment of Personnel**

**Section 13.1:**

The decision to hire, schedule, transfer, assign, and promote employees shall be based on skill, ability, qualifications, recency of experience, training, length of service and work record as determined by the Hospital.

**Article 14- Holidays**

**Section 14.1:**

The following holidays are recognized by the Hospital:

1. New Years Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

**Section 14.2:**

Full-time RN's become eligible for accrual of .0231 holiday hours per paid hour of service upon employment. The accrual is included in the Personal Time Off (PTO) accrual (Article 16).

**Section 14.3:**

RN's will be paid 1 and ½ times their base for holiday hours worked between 12:01 am on the Holiday until 12:00 Midnight of the Holiday. All other hours in their shift will be paid at straight time.

**Section 14.4:**

On the holidays listed above, the Nurse Manager will have the full authority to schedule the holidays. Holiday scheduling shall be consistent with the department's responsibility to the facility's patients and residents and healthcare services needed by the community.

**Section 14.5:**

A RN who is scheduled to work on a holiday and fails to do so or fails to work on the day scheduled immediately before or after a holiday may be subject to disciplinary action. If an RN misses work the day before a holiday, the holiday, or the day immediately following the holiday due to illness, the employee may be required to furnish their supervisor with a physician's certificate, or forfeit P.T.O. and holiday accrual.

**Section 14.6**

CFVH is a health care facility and requires RN's to work holidays. The Nurse Manager will determine the work schedule for the holidays taking into consideration staff who have worked the past holidays in comparison to requests for time off as well as the department's needs.

**Article 15 – Vacation**

**Section 15.1:**

Part-time RN's who have successfully completed their probationary period will receive vacation accrual from the date of their employment and are eligible to take earned vacation. After ten (10) years of consecutive employment, part-time RNs will begin to accrue PTO and EIB at the rates described in Article 16 (Personal Time Off-PTO) and Article 17 (Extended Illness Bank) of this Agreement.

**Section 15.2:**

Vacation is accrued at the following rates:

0-60 mo. = .0385/hr x paid hours/pay period.

Maximum annual accrual = 80 hrs per year.

60 + mo. – 120 mo. = .0577/hr X paid hours/pay period.

Maximum annual accrual = 120 hours per year.

A RN will be allowed to accumulate up to two times their annual Vacation accrual. Once the accumulated time exceeds this amount, additional accrual will be forfeited.

**Section 15.3:**

Nurses must request their Vacation at least twenty-one (21) days in advance of the schedule being posted. The supervisor will approve or

disapprove of any vacation request within 10 working days of receipt. Vacation requests submitted less than twenty-one (21) days in advance may be considered and approved or disapproved by the supervisor based on departmental staffing needs.

**Section 15.4:**

All vacation days requested must be covered by the RN's accumulated vacation accrual.

**Section 15.5:**

Vacation accrued but not taken will be paid to employees who terminate employment.

**Article 16 – Personal Time Off (PTO)**

**Section 16.1:**

After six months of employment, full-time RN's, upon the successful completion of their probationary period, will receive P.T.O. accrual from the date of their employment and are eligible to take PTO. Part-time RNs will begin to earn PTO at the rate of .123 per paid hour effective their ten (10) year anniversary date of continuous part-time employment, subject to the maximum accrual of 320 hours.

Nurses converting from full-time to part-time status, whether voluntarily or involuntarily, will be allowed to carry over the maximum number of hours (320). Those nurses will be allowed to cash out any accrued PTO hours above the maximum accrual rate for part-time status.

**Section 16.2:**

PTO for full-time RNs is accrued as follows:

0-60 mo. = .0846/hr X paid hours/pay period

Maximum accrual of 176 hours per year.

60 – 120 mo. = .1038/hr X paid hrs/pay period.

Maximum accrual of 216 hour/year.

120+ mo. = .123/hr X paid hrs/pay period.

Maximum accrual is 256 hrs/year.

A full-time RN will be allowed to accrue up to two times their annual PTO accrual. Any time that exceeds this amount, accrual will be forfeited.

**Section 16.3:**

The annual PTO accrual includes 48 hours for minor sick leave.

**Section 16.4:**

Nurses must request their scheduled PTO at least twenty-one (21) days in advance of the schedule being posted. Scheduled PTO must have prior approval of the supervisor. Requests for PTO will be approved or disapproved by the supervisor within 10 working days of receipt. Vacation requests submitted less than twenty-one (21) days in advance may be considered and approved or disapproved by the supervisor based on departmental staffing needs.

**Section 16.5:**

All PTO days requested must be covered by the employee's PTO accrual. Any nurses on Low Census will have the choice to use PTO or take HRO (Hospital Requested Time Off).

**Section 16.6:**

An RN may cash out PTO or vacation once a year to a maximum of two weeks of accrual during the month of their anniversary date of employment. Such cash out shall be paid on the following payday.

**Article 17 – Extended Illness Bank**

**Section 17.1:**

After six months of employment for full-time RN's and ten (10) consecutive years of employment for part-time RNs, nurses will receive Extended Illness Bank (EIB) accrual and are eligible to take EIB time, beginning on the 7<sup>th</sup> consecutive day of an illness.

**Section 17.2:**

EIB time for full-time RNs is computed, as follows:

.023 hours x paid hours per pay period, up to a maximum of 48 hours per year and 352 hours cumulative.

EIB time for part-time RNs is computed as follows:

.023 hours x paid hours per pay period, up to a maximum of 48 hours per year and 176 hours cumulative.

**Section 17.3:**

A physician's certification will be required in conjunction with an employee's request to use EIB. A physician's release will be required in conjunction with an employee's return to work following the use of EIB.

**Section 17.4**

Unused EIB will not be paid at the time of an employee's termination.

## **Article 18 – Leave of Absence (Non-FMLA)**

### **Section 18.1:**

Full-time RNs who have two and one-half full years of service may request approval for an unpaid leave of absence for personal or military reasons. A written request stating the reason for the leave, starting date, and expected return date, must be submitted by the RN to their Nurse Manager. The policies regarding family medical leave are different from the policies regarding a regular leave of absence (See Article 20). Unpaid leave for part-time RNs will follow the Hospital Personnel Policies for part-time employees.

**PERSONAL LEAVE:** A personal leave of absence must first be approved by the nurse manager, subject to final approval by the administrator based on the merits of the request and adequate staffing for a period of time not to exceed 12 weeks.

**MILITARY LEAVE:** A military leave shall be approved to cover a period of two (2) weeks for Reserve Duty. Any exceptions to this time period shall require prior administrative approval. Earned vacation or PTO may be requested by the employee in lieu of military leave without pay. It is the Hospital's policy to comply with all applicable federal and state laws regarding military leaves of absence and the re-employment rights of veterans, reservists and guard members.

### **Section 18.2**

Maximum cumulative leave allowed within any one year period shall not exceed 12 weeks of personal, family/medical, or military leave, unless otherwise required by law.

### **Section 18.3:**

All unpaid leaves are granted with the understanding that the employee will be considered for the first opening for which they are qualified upon their return, unless otherwise required by law. Unless otherwise specified, there is no guarantee that a RN will be placed in the same position held prior to the leave.

### **Section 18.4:**

A leave of absence of over 30 days shall not be included as service time when calculating benefits and may effect a change in the anniversary date, unless otherwise required by law. No benefits will be accumulated during the unpaid leave period unless otherwise required by law. An employee

shall retain the benefits accumulated prior to the leave (i.e. seniority/length of service and retirement).

**Section 18.5:**

Unless otherwise required by law, insurance coverage will remain the same for leaves of absence if the employee pays the full premiums due each pay period. If the employee fails to pay the required premiums, the insurance will be canceled and a new eligibility period will commence when the employee returns from leave, before re-enrollment.

**Section 18.6:**

An employee who does not notify their supervisor of their availability to return to work at the end of a leave of absence shall be considered to have terminated employment.

**Section 18.7**

Part-time RN's are eligible for a leave of absence of thirty (30) days within a two (2) year period after their first year of employment as an RN per hospital policy as long as such policy does not regress the benefit.

**Article 19 – Family Medical Leave**

**Section 19.1:**

In order to be eligible for leave under the Family Medical Leave Act, an RN must have been employed at least 12 months at the time the leave commences and must have worked 1250 hours or more during the 12 month period immediately preceding the commencement of leave. (Worked hours exclude Vacation, Extended Illness Bank, Personal Time Off, and on call time). An RN may take up to 12 work weeks of Family Medical Leave Act leave during a 12 month period for one of the following reasons:

1. Birth of child;
2. Placement of a child with the employee for adoption or licensed foster care;
3. To care for seriously ill spouse, child, or parent;
4. A serious personal health condition that causes the employee to be unable to perform the essential function of their position.

For purpose of FMLA leave, the twelve (12) month period commences on the first day of the FMLA leave and runs for a twelve-month period either preceding or following that date.

**Section 19.2:**

The employee must provide certification of family relationship, when applicable. This can be in the form of a statement of the employee, or documentation such as a birth certificate or court document.

**Section 19.3:**

Employee must give notice of intent to employer to take FMLA. Advance notice of thirty (30) days will be required except in the case of unforeseeable problems or reasonable excuses which may preclude the provision of 30 days notice. If an employee fails to provide 30 days notice for a foreseeable leave and there is not reasonable excuse for the delay, Hospital can delay the leave until 30 days after the notice is provided.

**Section 19.4:**

Full leave is considered as taking full weeks up to a total of 12 weeks or taking ½ weeks up to a total of 24 weeks. FMLA leave for childbirth, adoption, or foster care cannot be taken intermittently or reduced unless employee and Hospital agree. Intermittent and reduced leave can be taken when either a serious health condition of the employee, employee's spouse, child or parents exists. In that event the employer may require the employee to transfer temporarily to an available alternate position that can better accommodate recurring periods of leave, providing the position has equivalent pay and benefits.

**Section 19.5:**

When spouses both work for Hospital, the following provisions will apply to FMLA leave:

1. Birth of a Child, Adoption or Foster Care – Employees may request a combined total of 12 weeks FMLA leave.
2. Serious Illness of Child – Employees may request up to 12 weeks if their care is required.
3. Illness of Parent or Spouses Parent – Employees may request up to 12 weeks of combined FMLA leave.
4. If one spouse is ill, the other may request up to 12 weeks to care for the health conditions of the other spouse.

**Section 19.6:**

Hospital requires medical certification from employees requesting FMLA leave and recertification every 4 weeks during the FMLA leave. Required medical certification will include:

- a) Date Health Condition began
- b) Probable duration of health condition
- c) Appropriate medical facts
- d) Statement the employee is needed to care for the ill person, family

member, or has a personal health condition that precludes performance of the duties of their job.

**Section 19.7:**

Employee is required to take accumulated Extended Illness Bank accrual for FMLA leave for personal medical reasons. Employee is required to use accumulated Vacation and/or Personal Time Off accrual when taking FMLA leave.

**Section 19.8:**

Hospital will continue to maintain all employee health insurance benefits under the hospital's group health plan at the same level and under the same conditions under which they were actively employed. The employee must continue to meet required contribution and/or co-payments in a timely manner for the same portion they paid as an active employee. In the event that the employee does not return to work and cannot show just cause beyond their control, the employee will be required to reimburse all insurance premiums paid by the employer to maintain health coverage for the employee while the employee was on FMLA leave.

**Section 19.9:**

While absent on FMLA leave, the employee must report to the nurse manager every two weeks on Monday regarding the status and their intention to return to work. The employee is normally entitled to return to work to the position held before the leave, or an equivalent position with equivalent pay, and benefits.

**Section 19.10:**

Bereavement leave shall be provided per Hospital Policy.

**Article 20 – Montana Maternity Leave Act**

**Section 20.1:**

The hospital will not discriminate against any employee regarding the terms, conditions and privileges of employment bases on pregnancy, childbirth, or related medical conditions.

**Section 20.2:**

The Montana Maternity Leave Act supersedes the FMLA only in areas where it is more generous.

**Section 20.3:**

A RN is entitled to maternity leave even if they have already used their allotted twelve (12) weeks within the 12 month period preceding the commencement of the leave. Hospital will grant a request for a reasonable leave of absence for maternity. A reasonable leave of absence for maternity is for that period of time during which a female employee is incapable of performing normal job duties due to maternity. Hospital will require medical verification of disability for this purpose.

**Section 20.4:**

If absenteeism due to pregnancy becomes excessive or if a pregnant employee is incapable of performing normal job duties, Hospital will require the employee to take maternity leave until the employee is capable of performing normal essential job duties on a regular basis with reasonable accommodation. Hospital will not require any employee to take a mandatory maternity leave for an unreasonable length of time. During maternity leave, insurance benefits will continue as per the provisions of the FMLA (see Article 19).

**Section 20.5:**

A RN requiring maternity leave shall provide the nurse manager with reasonable notice of the expected date of leave. An employee returning from maternity leave shall provide the supervisor with reasonable notice on her intent to return to work. When the supervisor receives notice of intent to return to work, the supervisor will reinstate the employee as soon as reasonably possible on the next schedule. Hospital will reinstate an employee who has taken a reasonable leave of absence for maternity to her original job or to an equivalent job with equivalent pay, and accumulated seniority and other benefits.

**Article 21 – Health Insurance**

**Section 21.1:**

RN's will be entitled to participation in the Hospital Health Insurance Plan on the same terms and with the same provisions for employer/employee contribution as those made available to other employees of the Hospital. Health Insurance Plan contribution rates, benefit levels, coinsurance amounts, and the like are subject to change.

## **Article 22 – Retirement Plan**

### **Section 22.1:**

RN's will be entitled to participation in the Hospital Retirement Plan on the same terms and with the same provisions for employer/employee contributions as those made available to other employees of the Hospital. Retirement Plan benefits, contribution rates, investment options and the like are subject to change.

## **Article 23 – Group Life Insurance and Accidental Death and Dismemberment Insurance**

### **Section 23.1:**

Full-time RN's will be entitled to participation in the Hospital Group Life Insurance and Accidental Death and Dismemberment Plan on the same terms and with the same provisions for employer/employee contribution as those made available to other employees of the Hospital. The Plan benefit levels and terms are subject to change.

## **Article 24 - Seniority, Job Posting, and Layoffs**

### **Section 24.1:**

Seniority shall be the accumulation of continuous hours of worked service a RN has accrued from the date of their most recent employment with the hospital. Relief/PRN and temporary RN's shall not accrue seniority. If qualifications and skills are equal as determined by employer, recall from layoff shall be by seniority.

Bargaining unit RN's who take a management position shall have their bargaining unit seniority frozen. A RN who takes a management position shall have a 90 day trial period, in which they can move back into their previous bargaining unit position. After 90 days, if they want to move back into their previous bargaining unit position, first they must fill a non-bid position, from which they may bid for an open bid position which shall be awarded based on seniority.

Seniority shall be canceled and an employee's length of service broken if:

1. They resign;
2. They are discharged;
3. They fail to report concerning work following recall from a layoff within three (3) working days, and/or fail to report to work as scheduled.

**Section 24.2:**

Clark Fork Valley Hospital will provide RN's with an opportunity to apply for current job openings for which they are qualified. Nurses may bid on positions based on seniority if the nurse meets the minimum qualifications of the position. The nurse may only bid on such a position if they have not been in a disciplinary process within three months prior to the posting. Unless otherwise approved by the administrator and notice posted on the bulletin boards, the Human Resource Department will post job openings on the hospital bulletin boards for a minimum of seven days.

**Section 24.3:**

A lay-off shall be defined as a period of time during which the RN's services are not required by the hospital due to a lack of work, exclusive of daily staffing adjustments. In the event of a lay-off, RN's will be provided with advance notice of no less than fifteen (15) calendar days. In reducing the hospital's labor force by a lay-off, the employee shall retain their seniority, vacation, personal time off, and extended illness bank, nor will they lose benefits accrued before the lay-off.

Lay-off shall be implemented in the following Job Classification order with respect to bargaining unit members:

1. Temporary RN's
2. Relief/PRN RN's
3. Limited Duty RN's
4. Part-time RN's
5. Full-time RN's

A RN faced with the prospect of lay-off will have the right to displace another RN with the same job of less seniority and the same or lower job classification, if they are capable of performing the duties efficiently and effectively within a five (5) workday trial period. The following will govern such displacement:

1. Within the same job description and the laid off employees current department based on department seniority.
2. Within the same job description in another department if the laid off employee has the qualifications and has previously demonstrated willingness and skills to work in that department, based on seniority in the two departments.
3. In a lower classified job description in the current department for which the employee is qualified, based on department seniority, if the laid off employee is willing to accept a demotion during the lay-off period.

4. In a lower classified job description in another department for which the Employee is oriented and has previously demonstrated the willingness and the skills to work in that department, based on seniority in the two departments and the employee's willingness to accept a demotion during the lay-off.

## **Article 25 – Conduct**

### **Section 25.1:**

Hospital has established rules of conduct to insure a safe, pleasant work environment and to achieve an atmosphere that encourages high productivity and smooth business operations. The following list are examples and are not intended to be all inclusive of unacceptable conduct. It must be recognized by all employees that the business that we are about is extremely sensitive, confidential, and carries the highest level of responsibility and standards to our customers.

### **Section 25.2:**

The following are examples of unacceptable forms of conduct:

1. Physically, verbally, emotionally or sexually abusing or harassing another person (including patients, residents, and/or family, visitors, fellow employees) while on duty or on CFVH and affiliated premises. \*
2. Engaging in physical fighting or inappropriate conduct on CFVH or affiliated premises.
3. Dishonesty, theft, fraud, or embezzlement from CFVH or affiliated premises or from CFVH employees, patients, residents, visitors or families.
4. Possession of weapons on CFVH or related facilities property. \*
5. Coming to work under the influence of, or possession of, or conducting the sale of, or illegal transfer of alcohol or illicit drugs on CFVH and affiliated premises.
6. Refusal to obey reasonable orders of supervisory personnel, refusing to work and/or other insubordinate behavior. \*
7. Soliciting or accepting gratuities from suppliers, patients, residents, visitors or soliciting for contributions, or selling tickets for raffles, entertainment, etc., without the approval of the Human Resource Director or Administrator.
8. Neglect of duties, including receiving personal visitors or personal phone calls at the work station.
9. Unacceptable job performance.
10. Gambling on hospital property.

11. Writing in hours or clocking in hours for another employee, or any way tampering with or falsifying a time record.\*
12. Endangering the welfare of a patient, resident, visitor or another employee.\*
13. Threatening, intimidating or coercing fellow employees.\*
14. Falsifying hospital records.\*
15. Disclosing confidential information.\*
16. Using hospital equipment for personal use without authorization.
17. Abandonment of duties, leaving a resident or patient, or job within the hospital, and leaving the premises of CFVH or affiliated facilities without permission while on duty.\*
18. Spreading false rumors.
19. Using abusive or obscene language to fellow employees, or threatening and interfering in any way with a fellow employee's rights.
20. Negligent and deliberate neglect, waste, damage or theft of property belonging to the hospital, employees, patients or residents.
21. Violating the smoking policy.
22. Exceeding allotted times for meal or breaks.
21. Refusing to assist in fire and disaster prevention or drills, or to familiarize oneself with the department's medical alert plan or fire and disaster procedures, location of alarms, extinguishers, etc. failure to respond when necessary for disasters and other medical alerts.
22. Loitering, loafing, improper dress (with respect to the Hospital dress code) or disregard for appearance, excessive noise and horseplay.
23. Ignoring or failing to report an injury.
24. Violating safety rules, being careless, or playing practical jokes which result in hazardous working conditions or that which infringes on the rights of a co-worker, patient or resident.\*
25. Absenteeism, tardiness, or dishonesty about reasons for absenteeism or tardiness.
26. Posting or passing out of unauthorized notices, posters, handouts, defacing walls, or tampering with bulletin boards.
27. Professional or ethical misconduct.\*
28. Disregard of departmental, CFVH rules and policies.\*
29. Violation of Federal, State, Local or other laws or rules.\*
30. Sleeping on the job without authorization.\*
31. Conduct, on or off the premises, that brings unfavorable attention to CFVH or affiliated facilities.

32. Failure to attend Mandatory Inservices and/or Meetings without proper excuse by Nurse Manager.\*

(\* Denotes those areas that are considered "Misconduct" and may require immediate disciplinary action.

**Section 25.3:**

The type of disciplinary action which may be taken in response to unacceptable employee conduct or poor job performance depends on all of the circumstances of the individual case. Disciplinary action may be imposed by the RN's supervisor, nurse manager, or the Director of Patient Care Services.

**Article 26 – Grievance Procedure**

**Section 26.1:**

The purpose of this Article is to provide a method for the settlement of disputes arising from the violation of any specific provision of this Agreement. Any such dispute shall be defined as a grievance and must be presented and processed in accordance with the following steps, time limits and conditions provided herein, except that by mutual consent, grievances may be advanced or referred back for consideration and time limits may be adjusted. Without such mutual consent, failure by the employee to follow this grievance procedure shall be grounds for the Hospital to dismiss the grievance. Failure of the employer to follow this grievance procedure shall move the grievance to the next step contained in Section 26.2. It is the intent for the parties that the grievances be addressed informally whenever possible.

**Section 26.2:**

The following steps shall be followed with respect to grievances:

Step 1: A RN shall first present the grievance to the immediate supervisor within ten calendar days of the occurrence or when the RN should have reasonably known of the occurrence. In matters regarding pay, the grievance shall be considered timely if presented within ten business days of receipt of the pay check for the pay period during which the matter resulting in the grievance occurred. The written grievance shall describe the conduct which allegedly violates a specific section of the Agreement and the remedy sought. The supervisor shall give a written decision to the grievant, with a copy to the Union, within ten business days of the grievance filing. If the grievant is dissatisfied with the decision of the supervisor, the grievant may pursue the matter further by submitting the grievance to the Director of Nursing or his/her designee, within ten

business days from the receipt of the supervisors response or date when the response was due, if none is given.

Step 2: The Director of Patient Care Services (DPCS) shall meet with the grievant and a representative of the Union within ten business days of receipt of the grievance and attempt to resolve the matter. The DPCS shall have ten business days in which to respond in writing to the grievant with a copy to the Union after the meeting occurs. If the matter is not resolved at this Step, the grievant may pursue the matter further by submitting the written grievance to the Hospital Administrator within 10 business days from the DPCS, or when the response was due, if none is given.

Step 3: The administrator or designee and one other management representative shall meet within ten business days after the grievance is presented, with the grievant and a representative of the Union in an attempt to resolve the matter. The Administrative team will advise the grievant and the Union of their decision in the matter within ten business days from the date of the last meeting.

#### Step 4: Arbitration/Mediation

In the event the parties are unable to resolve a grievance pursuant to the foregoing procedure, either party may request within ten (10) calendar 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.

Each party shall bear the cost of presenting their mediation or arbitration case.

In the event a grievance for suspension or termination is not resolved through the previous steps, at the request of the involved employee it shall advance to a Peer Review Panel composed of random hospital employees per Hospital policy. The Review Panel shall make a recommendation to the administrator for settlement of the grievance based on their review of the evidence and factors related to the grievance.

Step 4: in the event a grievance is not resolved based on Peer Review Panel recommendations, within 10 days of the decision of the Peer Review Panel the administrator shall meet with the grievant and a representative of the Union in an attempt to resolve the matter. The Administrator will

advise the grievant and the Union of his/her decision in the matter within ten business days from the date of the last meeting. If the CEO goes against the Peer Review Panel recommendation the issue may be taken to binding arbitration, if the CEO agrees with the Peer Review Panel the grievance will be settled on that decision. In the event of any suspension or termination grievance, if the grievant does not prevail in the previous steps the Association may take the issue to arbitration.

Binding Arbitration (Binding Arbitration must be pursued within 20 days of a Step 4 decision) – In the event either party calls for binding arbitration in a grievance, the arbitrator shall be chosen from a list of at least 11 names provided by the Federal Mediation and Conciliation Service. The employer and the Association shall pick an arbitrator as a result of a coin toss, the winner choosing to strike or not strike the first name from the list. Names shall be stricken alternately by both parties until one name remains. The final name shall be the arbitrator whose decision on the case shall be final and binding. The parties agree to share equally the cost of the arbitrator.

## **Article 27 – Amendments and Minimums**

### **Section 27.1:**

Any provisions of this Agreement may be amended, modified or supplemented at any time by mutual consent of the parties hereto in writing without, in any way, affecting any of the other provisions of this Agreement.

### **Section 27.2:**

The terms hereof are intended to cover only minimums in wages, hours, and working conditions and other employee benefits. The Employer may place superior wages, hours, and working conditions, and other employee benefits in effect, after notification to the Association and may reduce the same to minimums herein prescribed, after notification to the Association without consent of Association. This provision shall apply to wages, benefits, working conditions and other employee benefits that have been uniformly granted to all employees in the bargaining unit.

## **Article 28 – Dues Deductions**

### **Section 28.1:**

The Hospital agrees to deduct the union membership dues from the pay of those employees who have authorized such deductions in writing. The deductions, together with an itemized statement, shall be remitted to the Union within (30) days after deductions are made. The Union agrees to

indemnify and hold harmless the Hospital from any and all claims resulting from the operation of the dues deduction clause.

It shall be a condition of the continued employment with the Hospital that nurses covered by this Agreement shall pay a representation fee, or become members of the Association upon satisfactory completion of their probationary period. However, there are three exceptions to this requirement.

- 1) This clause only applies to nurses hired after December 1, 2000.
- 2) Relief/PRN nurses are exempt from this clause.
- 3) Any Nurse covered by this agreement who can document a sincere religious belief in a religion which historically has held objection to any participation either financially or by membership in a labor organization is exempt from this clause.

## **Article 29 – Concerted Activity**

### **Section 29.1:**

During the life of this Agreement, under no circumstance will the Union cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, picket, sit-down, stay-in or slowdown in any operation of the Hospital or any curtailment of work or restriction of production or interference with the operations of the Hospital.

### **Section 29.2:**

In the event of a work stoppage, picketing or other curtailment not in conformance with this agreement, the Union shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, that they may be disciplined up to and including discharge and instruct all such persons to quit the offending conduct.

### **Section 29.3:**

The Hospital shall have the right to discipline up to and including discharge any employee who instigates, participates in or gives leadership to any activity herein prohibited.

### **Section 29.4:**

The Hospital will not lockout any employees until after the Union has been provided a formal 10 day notice of such action by the Hospital.

## **Article 30 – Duration and Termination**

### **Section 30.1:**

The agreement shall be effective January 1, 2015<sup>3</sup> and shall remain in full force and effect until December 31, 2017<sup>4</sup> and annually thereafter, unless either party gives notice to the other party to amend or terminate the Agreement as provided in this article.

## Acknowledgement

Clark Fork Valley Hospital  
By:

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Gregory Hanson, MD  
President/CEO

Date:

Montana Nurses Association  
By:

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Caroline Baughman  
Labor Representative, MNA

Date:

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Matthew Madden  
MNA Local #34

Date:

**Addendum A**  
**Professional Conference Committee**

The purpose of this committee will be to facilitate communications and cooperation between registered professional nurses and management; to establish a forum for open discussion of mutual concerns; to identify problem areas between nursing service and other departments of the hospital; and to improve understanding of problems and needs of nursing and management.

- A. The committee shall consist of two bargaining unit members as well as two members of management. The committee may invite additional participants by mutual agreement of the members.
- B. The committee shall establish its own meeting schedule and structure. Meetings of the committee shall be held at the hospital. Members of the committee shall be paid for all time spent in the committee at the base hourly rate of pay.
- C. The committee members representing the bargaining unit and management shall notify the other of specific issues to be discussed at the meeting within 10 business days of the meeting.
- D. The committee shall be advisory in nature, and may not effect the terms and conditions of this agreement, except upon mutual agreement between the MNA and the employer.

## **Addendum B Compensation**

- ~~A. Upon ratification of the contract in year one and in year two of the Agreement, RNs will receive a 2% increase in base wages effective their annual anniversary date. RNs will be eligible for an additional increase based on the following performance-based pay system to be paid upon completion of their annual employee evaluation on their anniversary date.~~
- B. A Nocturnal Differential of \$1.75 per hour shall be paid for any shift in which the majority of hours fall between the hours of midnight and 7:00a.m. In the event of the need for eight hour shifts, an evening shift differential will be paid at a rate of \$0.75 per hour. Effective January 1, 2017, Nocturnal Differential will be paid at the rate of \$2.00 per hour.
- C. Nurses on call shall receive \$3.00 per hour for all hours spent on call except those nurses, who, on the schedule, are designated to be on "20-minute call" and will receive \$5.00 per hour for all hours spent on "20-minute call". Nurses shall receive time and a half for all hours worked while on call. Nurses shall work no more than 30 on-call shifts per contract year and no less than an average of two shifts per month unless by mutual consent.
- D. Surgery RNs who are taking O.R. call cannot take call for the acute care unit at the same time.
- E. Nurses designated as Charge Nurse shall receive \$1.00 per hour for week day shifts or \$1.50 per hour for night and weekend shifts. Nurses designated as Charge Nurse in Long Term Care (LTC) will not receive the above differential. Effective January 1, 2016, a Charge Nurse differential will be paid at the rate of \$1.25 per hour for week day shift (night and weekend differential will remain at \$1.50). Effective January 1, 2017, a Charge Nurse differential will be paid at \$1.75 per hour for all hours worked as a Charge Nurse (for week day shifts, as well as night and weekend shifts).
- F. The hospital will pay \$1.00 per hour for one national certification of the following beginning in 2010: (OB, OR, ED, M/S, and LTC). Nurses who qualify for this benefit must maintain the certification

in accordance with the representative nursing board, provide four (4) educational in-services (one per quarter) as it relates to their certification, and perform one performance improvement project per year as it relates to their certification.

The certification listed above are:

OB – Inpatient Obstetric Nurse through National Certification Corporation;

OR – Certified Nurse Operating Room through Association of Peri-operative Registered Nurses;

ED – Certified Emergency Nurse through Board of Certification for Emergency Nursing;

M/S – Medical Surgical Nursing through American Nurses Credentialing Center;

LTC – Gerontological Nursing through American Nurses Credentialing Center

#### G. Wage Determination

Wages will be determined based on current wage range (\$23.25 to \$34.25 as of January 1, 2015).

Annual increases, effective on each RN's anniversary date, will be determined by multiplying the current base rate of pay by 2.25% and add this to the current wage. Charge, Shift-differential, or other bonus add-ons are not considered in this computation.

Upon ratification of this agreement, each current RN will receive a base wage increase of \$1.00.

The Hospital and Registered Nurses agree to work together to reach an agreement on outlining criteria for wage range placement at date of hire with meetings to start no later than September 1, 2015. Once an agreement is reached, these criteria will be written into a Memorandum of Understanding attached to the contract.

H. Relief/PRNs who are currently working half-time or more in another acute care setting are required to work a combination of two shifts and/or on-call shifts per month. All other Relief/PRNs must work a minimum combination of three shifts/on-call shifts per month to maintain his/her status as a Relief/PRN. Relief/PRN nurses shall be compensated at \$1.00 per hour premium for hours worked in addition to other eligible wages as provided above.

