

Labor Agreement

between

MARCUS DALY MEMORIAL HOSPITAL

and

MONTANA NURSES ASSOCIATION
MDMH LOCAL #35

July 1, 2014 to June 30, 2017

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PREAMBLE

This agreement is made and entered into between Marcus Daly Memorial Hospital, hereinafter referred to as the "Hospital," the "Employer," or "MDMH," and the Montana Nurses Association, hereinafter referred to as the "Union," the "Association," or "MNA." All members of the bargaining unit as defined by the Recognition Clause of the contract shall be referred to as the Employees, Nurses, or RNs.

The purpose of this Agreement is to promote the highest level of safe patient care, safety, and efficiency in operations, and to establish wages, hours, and working conditions. The Union and the Hospital will cooperate fully to secure the advancement and achievement of these purposes.

ARTICLE 1

RECOGNITION

Section 1.1: **Bargaining Unit Description**

The Hospital recognizes the Montana Nurses Association and MDMH Local #35 as the exclusive collective bargaining representative for "All regular full-time and part-time registered nurses, including acute care registered nurses, head nurses, charge nurses, and home health care and hospice registered nurses, employed by Marcus Daly Hospital at its main Hospital facility, currently located as 1200 Westwood Drive, Hamilton, Montana; excluding all other employees, house supervisors, department heads, guards and supervisors as defined by the Act."

Section 1.2: **Exclusive Bargaining Agent**

The Union is recognized as the sole and exclusive bargaining agent for all employees in the bargaining unit for the purpose of negotiations with respect to wages, hours, and working conditions.

Section 1.3: **New Hires**

The Hospital shall notify the Union and local unit representative of any new hires into the bargaining unit within 30 days of their hire date. Human Resources will communicate with the MNA RN representative when new RNs are hired and provide the RNs name, address, phone number, department, and which day they are scheduled for New Hire orientation. The MNA representative will arrange to meet with those nurses on the day of orientation to provide to those nurses a copy of the current CBA, discuss the role of the contract as it relates to their job, and a brief overview of the Association.

Section 1.4 Membership Dues Deduction

The Employer will deduct membership dues from the salary of each Nurse who voluntarily agrees to such deduction (dues covering membership in MNA, ANA, and local unit). Withheld amounts shall be forwarded to the Association office in Helena on a monthly basis following the actual withholding, together with a record of the amount and names of those for whom deductions have been made. Quarterly and upon request the Hospital shall supply a complete list of all Registered Nurses in the bargaining unit to include name, complete mailing address, phone number, unit, employee status, and the date of employment to the Association. This list shall be submitted electronically.

MNA Local #35 agrees to indemnify and hold harmless the Hospital for any actions arising out of the Hospital's willingness to provide payroll dues deductions.

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. Article 2.1 above is not subject to the provisions of Article 24 - Grievance and Arbitration Procedure 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 this 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 prior 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 classifications and job content; to establish and make known reasonable work rules and safety rules for all employees; to contract; to determine the number of employees, including the number of employees assigned to any particular operation or shift; to determine and assign/reassign all work hours, schedules, shifts, and on-call duties. Routine schedules will normally be posted in advance.

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 the exercise of their rights and responsibilities, the Hospital and the Union recognize the responsibilities of the nurses to their practice and to their patients as outlined in the Montana Nurse Practice Act and the American Nurses' Association Code of Ethics.

Section 5.5:

The parties to this Agreement agree that the right to manage the Hospital shall remain with the Board of Trustees and shall not be impaired so long as the exercise of these rights does not conflict with the provisions of the Agreement.

ARTICLE 6
UNION/PROFESSIONAL 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. However, the Union's representative shall, upon arrival at the Hospital, request permission from the Administrator or his designee to transact Union business. 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 and shall be on the employees own time. No visitations shall disrupt patient care or productivity.

Section 6.2:

The Hospital will provide four (4) bulletin board sites which the Union may utilize for official Union business. Bulletin board sites are located in non-public areas of Home Health/Hospice, Surgery, Emergency, and Medical/Surgical departments, for the purposes of posting notices of union business and social affairs. The Union shall be obliged to post only Association related information that is not

defamatory, derogatory, or offensive in nature. The Local Unit will post the following types of notices:

- A) Local Unit meeting/program notices, including relevant meeting minutes;
- B) Local Unit election notices;
- C) Notices of appointments to office;
- D) Notices of Local Unit social affairs, conventions, and all continuing education opportunities; and
- E) Informative or educational nursing articles or journals.

Section 6.3:

The Local Bargaining Unit shall cooperate with the Hospital to attain and maintain full efficiency and safe patient care.

Section 6.4:

A new graduate may not be scheduled in an area to be solely responsible for a patient's welfare until an R.N. licensure is in effect. The policy for new graduates shall be established by the Hospital.

Section 6.5:

Nurses shall cooperate with the hospital to attain and maintain full efficiency and safe patient care. The nurse shall act to safeguard the patient when his/her care and safety are affected, and address

immediate concerns. It shall be the nurse's obligation to promptly inform his/her immediate supervisor and follow hospital protocol in completion of appropriate paperwork. The issue will be a standing agenda item of the Professional Conference Committee.

Section 6.6

1. New hire orientation shall be defined by each department utilizing a checklist system. The time period will depend on the RN's needs and previous experience and availability of orientation opportunities. Except in case of extenuating circumstances orientation will not be superseded by staffing requirements.
2. All Orientees shall attend the hospital orientation.
3. Orientation shall include but not be limited to :
 - a. A complete tour of the hospital and full explanation of Fire and Disaster plans.
 - b. Review of Hospital Employee Handbook.
 - c. Thorough tour of department and area to be worked.
 - d. Review of medication procedures.
 - e. Orientation to Crash Cart and Code Blue procedures, excluding Home Health and Hospice RNs.
 - f. A current job description
4. Orientees will generally be assigned to work with the same preceptor.

ARTICLE 7
RIGHT TO CONTRACT

Section 7.1:

The Hospital expressly reserves the right to contract bargaining unit work in the event of unforeseeable work loads or for other business reasons. In the event the Hospital determines to subcontract bargaining unit work on a permanent 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 expressly reserves the right to contract bargaining unit work on an as needed or temporary basis without notice. The hospital will not subcontract for the purpose of eliminating union's representative status.

ARTICLE 8

DISCIPLINE

Section 8.1:

The Hospital will generally follow the principle of progressive discipline in taking disciplinary action toward the goal of correction. Provided however, the parties acknowledge that there may be circumstances justifying immediate suspension, demotion, and/or discharge. The Hospital will not discipline, suspend, demote or discharge any non-probationary Registered Nurse without cause.

1. Employees will usually be advised of failure to meet expected standards through the use of a verbal warning. This warning will be documented as such in the employee's personnel file, and the nurse shall receive a copy. Documented warnings shall include the date, the reason for the warning, and plan of action. Failure to meet expected standards as instructed in a verbal warning may result in further disciplinary action.
2. Usually the next step in disciplinary action will be a written warning utilizing the Hospital's Employee Warning form. This step may be utilized initially in very serious or severe circumstances. It shall be dated, the reason for the warning stated, and shall include a plan of action. The form will be signed by the employee indicating his/her receipt of a copy and indicating consequences if expected standards are not met. The parties will meet within six (6) months of the written warning to review the nurse's job performance related to discipline. Documentation of this review will be placed in the employee's file and a copy provided to the nurse. The written warning will also state that failure to meet

expected standards as instructed will likely result in further disciplinary action up to and including discharge.

3. If verbal and/or written warnings do not bring the desired compliance with expected standards, an additional written warning may be given to the employee. He/she may be suspended without pay or immediately terminated. Any disciplinary action shall be subject to grievance procedure. All formal disciplinary action shall take place in a private place.

4. Nurses suspended during an investigation will not be paid. Provided, however, the parties agree that if the investigation does not result in discipline, the nurse will be reimbursed for any scheduled shifts he/she missed.

Section 8.2: Termination for Unsatisfactory Job Performance or Misconduct

Unsatisfactory Job Performance: Progressive discipline will normally be followed for deficiencies such as:

1. Poor attendance.
2. Poor conduct.
3. Refusal to follow orders.
4. Poor work performance.
5. Inability to get along with co-workers, medical staff or patients.
6. Disruption of the work place.

7. Failure to comply with the policies and procedures set forth in the Hospital handbook, and the rules and regulations adopted by the Hospital.
8. Smoking and use of any tobacco products in unauthorized areas.
9. Duty of loyalty. Common law requires that an employee not degrade the employer's reputation, service or products to the public. This section shall not apply to lawful whistleblower or concerted activity as defined by the NLRB.

Section 8.3: Discharge for misconduct.

Employees can be immediately terminated without oral or written warnings for engaging in the following conduct:

1. Willful destruction of Hospital property or theft.
2. Quarreling or fighting with others.
3. Insubordination (disregard of or failure to carry out instructions or orders from a superior).
4. Alcohol or drug consumption or being under the influence on the job.
5. Willful carelessness or negligence.
6. Unauthorized disclosure of patient or Hospital information.
7. Mistreating or abusing patients physically, verbally, or emotionally.
8. Falsification of Hospital records.
9. Failure to report to the Nurse's supervisor communicable diseases the Nurse may have that could be transmitted

to patients or co-workers.

10. Other conduct possibly or actually injurious to patient care.
11. Gross misconduct.
12. Breach of confidentiality.
13. Harassment of any form or nature.
14. Unlawful behavior or professional misconduct.
15. Discrimination.
16. Threats or any form of violence in the workplace

ARTICLE 9

PERSONNEL RECORDS

Section 9.1:

All official employee records will be maintained in the Human Resource Department to ensure accurate, confidential, and required records of the education, experience, attendance, and performance of each employee. Nothing shall be placed in the personnel file without written acknowledgment by the Registered Nurse if the information relates to a performance or disciplinary issue.

Section 9.2:

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 9.3:

Employment related Health Information Files are kept in the Human Resource Department and are kept separate with limited access by the Administrator, Human Resource Director, Infection Control Nurse, and appropriate governmental agencies.

ARTICLE 10

EMPLOYEE DEFINITIONS

Section 10.1:

All employees are classified in one of the following categories.

- A. **Probationary:** All employees are considered to be probationary and in a "Trial Period" during their first six (6) months of employment.
- B. **Full Time Employees:** An employee whose scheduled work week is thirty-six (36) hours per week or more and in a posted position.
- C. **Part Time Employees:** An employee whose scheduled work week is less than thirty-six (36) hours per week and in a posted position.
- D. **Per Diem Employees:** Those employees not in a posted position but who are available when needed. No benefits will be earned as a per diem employee.
- E. **Temporary:** Those employees whose service is intended to be of limited duration, such as during the summer months, but not to exceed a period of six (6) months. No benefits will be earned during temporary employment.

Section 10.2:

A full time employee's time card must reflect an average of seventy-two (72) hours per pay period to maintain full time benefits.

ARTICLE 11
HOURS OF WORK

Section 11.1:

1. **Regular Work Period:** The regular work period shall consist of forty (40) hours a week, beginning on Sunday of each week. Each pay period covers two calendar weeks which begin at 12:01 a.m. Sunday and end on Saturday at midnight two weeks later.
2. **Regular Work Shift:** A regular work shift shall be determined by the Hospital.
3. **Meal Breaks:** Employees will be eligible for one 30-minute meal break per shift, for any shift of eight 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, unless an R.N. is unable to get an uninterrupted meal breaks.
4. **Rest Period:** Employees will be eligible for one paid 15-minute relief period in each four hour period worked, work load permitting. The hospital will make every effort to assure employees receive their breaks. Employees assigned to the Hospital campus, shall remain on Hospital property during their breaks. If an employee works through a rest period, the employee will not receive additional compensation. Rest periods are counted towards hours worked.
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 to ensure patient safety. Employees shall be classified

as working a forty (40) hour per week work period. Employees classified as working a forty (40) hour per week 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 forty (40) hours per work period.

6. Overtime shall not be compounded or pyramided.
7. In the event the disaster plan is activated, management may require staff to report to work and remain until dismissed.
8. **Holidays:** Time and one-half will be paid all Registered Nurses who work New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas.

Section 11.2:

Nothing in this agreement shall constitute a guaranteed work schedule, work day or work week.

Section 11.3:

Low census is defined as a temporary lack of need for patient care services relative to the scheduled R.N. nursing staff. Nurses who receive a low census reduction of hours shall continue to accrue benefits based on scheduled hours of work.

The following order shall govern the application of low census to nurses:
Per Diem nurses; voluntary nurses; rotation as determined by department.

Section 11.4:

Work schedules shall be posted four (4) weeks in advance for CDU, ED, and In-patient departments. As per department policy, once the schedules have been posted, it is the Registered Nurse's responsibility to find coverage for any requested time off after the schedule has been posted. Once work schedules are posted, it shall not normally be changed without notification and mutual consent of the Hospital and the nurse.

Section 11.5:

The Hospital will endeavor to avoid layoffs and low census days. Such efforts may include the use of cross-training, attrition, and the shifting of job duties.

Section 11.6:

If an employee reports to work on a regular schedule and is sent home within one (1) hour for lack of work; or if an employee is asked to report, reports, and is sent home within one (1) hour, the employee shall receive one (1) hour pay. The hospital will only pay the reporting pay when the hospital did not make an attempt to contact the employee.

ARTICLE 12

TIME RECORDS

Section 12.1:

A record of time worked is kept through the Time and Attendance computer system. Employees will receive an identification badge upon hire and will be trained on how to operate the time clock. It is the Employee's responsibility to ensure s/he is clocking in and out appropriately. At the end of each pay period, it is the Employee's responsibility to use the inquiry option on the time clock and verify his/her time is correct and approve their time card using the time clock function. If there is an error, the Employee must complete a time edit form and give it to the Employee's immediate supervisor or Department Head before 8am the Monday following the end of a pay period. Forgetting to clock in or out, or any other error, causing excessive manual editing to the system may result in disciplinary action.

Field staff which do not come into the hospital will keep a record of time worked on forms provided to them by their Department Head. These employees are responsible for accurately documenting time worked for each pay period. Time worked will be entered into the time and attendance system using the time worked records the Employee provides to his/her department head.

Time worked records and wages are considered confidential.

Each pay period covers two calendar weeks, which begins on Sunday at 12:01am and ends on Saturday at midnight, two weeks later. Pay day at Marcus Daly Memorial Hospital occurs every other Friday. On pay day employees will receive pay due you for

the two week period for any shifts that begin in that period.

There are two options to receive pay. An employee may either have his/her pay directly deposited into his/her bank account, or s/he may receive a paycheck.

Employees may make written arrangements for someone else to pick up their checks by contacting the Human Resources Office in advance. No check will be given to an unauthorized person. If Employees have any questions about their paychecks, they are encouraged to first direct them to their Department Heads and then to the Human Resources Office.

Employees may request salary in advance of regularly scheduled pay periods IN EXTREME EMERGENCIES ONLY. Requests must be submitted in writing two days in advance of the date desired, due to signature requirements. Administration will determine what constitutes an emergency.

Section 12.2:

An employee is not permitted to record time on behalf of another employee. Tampering with or altering time sheets 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/STAFFING

Section 13.1:

The decision to hire, schedule, transfer, assign, promote and lay off employees shall be based on skill, ability, qualifications, recency of experience, training, length of service and work record as determined solely by the Hospital. In the event all of the above criteria are equal in the sole judgment of the Hospital, the employee with the greatest length of service within the bargaining unit shall be given priority. All nurses shall accrue seniority from the date of their most recent employment as a bargaining unit nurse with the Hospital. Seniority shall be determined by the length of continuous employment.

Section 13.2:

Position vacancies will be posted for three (3) consecutive working days (Saturday, Sunday and holidays excepted) in the Cafeteria, Home Care, Medical Clinics and Nursing Station bulletin boards and on the internal intranet (portal). Applications should be presented in writing to the Human Resources Department.

Internal position vacancy announcements will contain, at a minimum:

- The department where the vacancy occurs,

- The shift,
- Whether the position is full-time (36-40 hours per week) or part-time, (greater or less than 20 hours per week), and
- Whether the position is per diem.
- Whether the position includes on-call hours
- Basic requirement and qualification e.g. (RN with ACLS, PALS, 2 years' experience in acute care)

Section 13.3:

Nursing positions shall be governed by a Job Description which includes Job Title, Areas of Competency, and Regulatory & Skills Requirements of the position.

ARTICLE 14

PROBATIONARY PERIOD

Section 14.1:

Each new employee undergoes a six month probationary or "trial" period. This provides the Nurse and the Hospital an opportunity to see if work is satisfying to the Nurse and if the Nurse is suited to the position. During the probationary period, the Nurse is able to resign without providing notice for any reason or no reason, and the Hospital is able to dismiss the Nurse without notice at any time therein for any reason or no reason. The Nurse's performance will be evaluated in writing at the end of the probationary period. The probationary period may be extended by mutual agreement between the Association and the Department Head or the Administrator.

Section 14.2:

Earned Time hours begin accruing with the first day of employment and may be taken the first full pay period after satisfactory completion of the six month probationary period.

Section 14.3:

Once probation is completed, the Nurse will not have to complete another probation period upon changing from full time to part time service or part time to full time service. However, if an employee changes positions and/or departments, a six (6) month transitional period will be required for performance in that position. Benefits will only be affected if there is a change in the full time/part time status; an employee's step level shall remain the same. In the event an employee does not successfully complete this six (6) month transitional period, the employee may apply and be considered for other openings for which they qualify.

ARTICLE 15

EARNED TIME SYSTEM

Section 15.1:

The Hospital incorporates vacation, holidays and sick leave into a single plan. The Earned Time System rewards those employees who use sick leave prudently and at the same time improves staffing predictability. ETS may be requested for missed scheduled hours only. Under normal circumstances, ETS should be requested a minimum of one month in advance. All time off must be approved by the Department Head to ensure that the needs of the Hospital are met. There is no guarantee that the leave requested will be granted; however, such request shall not be unreasonably denied.

Section 15.2:

The number of hours earned is proportionate to the number of hours worked (up to 80 hours per pay period) and the number of years employed. A full time employee, working 80 hours a pay period, will accrue 24 days each year. The following guideline was used to come up with these 24 days:

10 vacation days

8 holidays

6 illness days

Section 15.3:

Earned Time hours begin accruing with the first day of employment and may be taken the first full pay period from those accrued after satisfactory completion of the six month probationary period. If an employee terminates or transfers into a position without benefits prior to satisfactory completion of the six (6) month probationary period, any ETS they have accrued will be lost.

Section 15.4:

A minimum of 80 hours per year must be taken off by each full time employee. At least 40 of these hours must be consecutive. Accrued Earned Time will be paid upon termination after satisfactory completion of the six month probationary period at Employee's base hourly rate.

Section 15.5:

If an employee reaches the maximum hours permitted in the account, the employee must use some of the accrued hours in order to allow for additional accrual. This policy is adopted to assure that the employee takes, and benefits from, use of their ETS.

If an employee requests time off following departmental policy, and is denied usage of accrued hours resulting in the employee reaching maximum

accrual of ETS, in addition to the ETS policy described in the Employee Manual, the employee may cash in 40 hours of ETS per the following schedule: January 1 through January 15, May 1 through May 15, and September 1 through September 15.

Section 15.6:

Earned Time hours will accrue per paid hour according to the following schedule:

	Years Employed	Accrual Rate	Possible Accrued Hours/Yr.	Max. Hours Allowed In Account
Part Time/ Full Time Employees	0 - 4	.092	192	240
	5 - 10	.112	232	240
	11+	.131	272	280

ARTICLE 16

FLEXIBLE COMPENSATION

Section 16.1:

The Hospital offers a flexible compensation plan which allows Employees to pay un-reimbursed medical expenses and child care with pre-tax dollars. Your health insurance premiums, life insurance premiums, vision premiums and dental insurance premiums are automatically placed under this program in order for you to have those premiums deducted from paychecks on a pre-tax basis. To enroll in FLEX, Employees need to determine what expenses will occur during the plan year from July 1st to June 30th. That amount is divided out into the paychecks for that plan year. Those deductions will be taken out on a pre-tax basis. When Employees incur those expenses, they must send the required documentation to the FLEX Administrator, who will reimburse them. FLEX has a fee that is shared between the Hospital and Employees. If Employees do not use all benefits during the Plan Year, the unused portion of benefits will be forfeited to the Hospital after the end of the Plan Year.

ARTICLE 17
LEAVES OF ABSENCE (NON-FMLA)

Section 17.1: Leaves of Absence (other than Family and Medical Leave)

With the permission of the Department Manager, absence without pay up to two calendar weeks may be taken without being considered Leave of Absence (LOA). Any absent days in excess of two calendar weeks will be considered Leave of Absence.

Leave of Absence without pay up to a maximum of six (6) months may be granted to employees after satisfactory completion of their six month probationary period with the recommendation of the Department Head and the approval of the Administrator.

Employees who are granted a Leave of Absence will lose their current posting, all insurance benefits will end, and any ETS owed will be paid. Employees will move into a per diem status.

Employee benefits will not accrue during Leave of Absence.

When a Nurse is ready to return to work, s/he may apply for any posted positions for which the Nurse qualifies.

A Leave of Absence shall be requested through the Human Resources Department in writing and approval or rejection shall be in writing. Leave of Absence shall not be permitted to engage in gainful employment without the Hospital's written consent, which will not be arbitrarily withheld.

Section 17.2: Military Leave

Employees called to active duty training with a reserve component of the Armed Forces will be placed on Military Leave status. Normally, such periods of military training will not exceed 15 calendar days per year. However, MDMH will comply with applicable law regarding military leave. Military Leave is leave without pay. Employees will not be required to use ETS hours while on Military Leave. Employees will not lose accrued benefits during Military Leave.

ARTICLE 18

FAMILY MEDICAL LEAVE

Section 18.1: Family and Medical Leave Act

(Provisions of the Family and Medical Leave Act (FMLA) of 1993 will apply.)

All employees who have completed at least twelve (12) months and 1,250 hours of service during the twelve months prior to the commencement of the requested leave may be entitled to a total of twelve (12) weeks of leave during a twelve month period for one or more of the following:

1. Upon the birth of a child;
2. Upon adoption of a child or accepting placement of a child for foster care;
3. To care for a child, spouse or parent who has a serious health condition; or
4. When the employee is unable to perform the functions of his/her position because of a serious health condition.

Section 18.2:

At the conclusion of Family and Medical Leave, the employee will be restored to the same job he/she held when the leave started, or an equivalent position with equivalent benefits, pay and other terms and conditions of employment except in the following circumstances:

1. The employee would not otherwise have been employed at the time reinstatement is requested;
2. The employee is a "key employee" and denial of restoration to his/her job is necessary to prevent substantial and grievous economic injury to the operation of the Hospital. A "key employee" is a salaried, exempt employee who is among the highest paid ten percent of all employees.

Section 18.3:

The rolling twelve month period will be measured forward from the effective date of an employee's first Family and Medical Leave.

Section 18.4:

Whenever an employee requests an absence, in excess of a week, which qualifies under the FMLA, the first day off, up to 12 weeks, will be allowed under

the FMLA. If additional time is required and requested, due to the nature of the illness, the employee may apply for a Leave of Absence.

Section 18.5:

An employee may be required to provide a Physician or Practitioner Certification (forms available in the Human Resources Department) of the serious health condition, which is defined as an illness, injury, impairment or physical or mental condition that involves in-patient care at a hospital, hospice or residential medical care facility or continuing care by a doctor of medicine or osteopathy. If the Hospital questions the certification, it may require the employee to obtain a second opinion at the Hospital's expense. A third opinion may be required under certain circumstances.

Section 18.6:

The Hospital will continue to maintain health and dental insurance coverage's under our group plans during the FMLA. If the employee does not return to work for reasons other than serious health condition, the Hospital may recover the insurance premiums paid during the employee's leave.

Section 18.7:

Any accrued ETS hours must be applied toward a family or medical leave. A balance of forty (40) hours ETS may be retained. After any applicable accrued

leave has been exhausted, an employee will not be paid for the remainder of the leave.

Section 18.8:

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

ARTICLE 19

MONTANA MATERNITY LEAVE ACT

Section 19.1:

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

Section 19.2:

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

Section 19.3:

An employee 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 19.4:

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 18).

Section 19.5:

An employee 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 of 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 20

HEALTH AND DENTAL INSURANCE

Section 20.1:

For the term of this Agreement, group health insurance is effective the first of the month following a ninety (90) day waiting period. The parties recognize that the Hospital will provide nurses the same health and dental plans provided for all Hospital employees. Plan benefits and details shall be contained in the Hospital Employee Handbook and in accordance with the Affordable Care Act guidelines. Beginning November 30, 2014, it is understood that nurses may be required to pay a portion of their individual coverage for premiums. The Affordable Care Act provides two options for the hospital to consider. Option One (1) – cannot exceed a required contribution percentage of household income. Option two (2) – Safe Harbor provides that a maximum contribution of 9.5% of the poverty level guidelines. The hospital will make a decision within the next few months as to which option it will select for 2015. The nurses understand that the hospital will be obligated to follow the Affordable Care Act. In the event the RN's premium contribution exceeds 20% of the premium, the Union may request to re-open this article. Participation in the Energize Daly's Take Charge Program will be mandatory in order for nurses to receive the Hospital's maximum contribution toward their premium. If the Energize Daly Take Charge Program ceases to exist, the Hospital agrees to meeting with the Association and bargain over the effects.

Section 20.2:

Part time employees may take the group health insurance plan after a ninety (90) day waiting period if they are regularly scheduled 20 hours a week or more. Part time employees may pay premiums on a pro-rated basis and/or as required by the Affordable Care Act.

Section 20.3:

Your group dental insurance is effective the first of the month following a thirty (30) day waiting period from the date you become eligible for group dental insurance. Effective October 1, 2014, and for the term of this Agreement, group dental insurance is effective the first of the month following a 30, 60, or 90-day waiting period, depending on the needs of the employer, from the date you become eligible for group dental insurance. Employees must work an average of 30 hours per week to be eligible. MDMH offers two different plans for dental insurance. Premiums are paid by the employee with pre-tax dollars. Further information may be obtained by contacting the Human Resources Office.

Section 20.4:

The Hospital reserves the express right to select the insurance carrier and to change the benefit levels. The Energize Daly team will review and make recommendations to proposed changes in benefit levels or insurance carriers. Two paid MNA RN's will be members of Energize Daly. The recommendation of Energize Daly shall be taken seriously when submitted to the CEO for consideration.

ARTICLE 21
RETIREMENT PLAN

Section 21.1:

The Hospital will keep in full force and effect the Pension Plan in effect on 7/1/78 subject, however, to changes required by any applicable law. Information and booklets describing the Pension Plan are available from the Human Resources Office.

Section 21.2:

Eligibility is contingent on rendering a minimum of 1,000 hours of service per service year and other pension requirements as outlined in the Pension booklet. Enrollment dates occur on January 1st and July 1st of each year. The hospital is currently contributing 5% of gross pay to pension participants.

Section 21.3:

The Hospital reserves the express right to select the fund administrator, fund carrier and to change the benefit levels.

Section 21.4:

Employees are eligible to participate in a Tax Sheltered Annuity program, 401k and 401k Roth. Information as to vendor and enrollment may be obtained by contacting the Human Resources Office.

ARTICLE 22

GROUP LIFE AND DISABILITY INSURANCE

Section 22.1: Life Insurance

The Hospital offers group life insurance at reduced rates for employees to purchase with pre-tax dollars. Coverage can also be added for dependents if so desired. Employees must work an average of twenty (20) hours per week to be eligible for life insurance. Coverage is effective the first of the month following a thirty (30) day waiting period from the date the Employee becomes eligible.

Section 22.2: Disability Insurance

The Hospital provides long-term disability at no cost to every full time employee. There is an elimination period of 26 weeks following the disability.

Employees may elect to purchase short-term disability for coverage before long-term disability begins. Employees currently have three different plans to choose from with varying benefit coverage's and costs. More information can be obtained in the Human Resources Office.

Section 22.3:

The Hospital reserves the right to change and/or modify the above insurance plans.

ARTICLE 23

CONTINUING EDUCATION

Section 23.1: The Hospital recognizes its responsibility to its employees to provide quality education and training programs. The Hospital is required to meet certain state, federal, and other regulatory agency regulations regarding mandatory education and training.

Section 23.2: Compensation for attendance at mandatory and required meetings during normal time off will be considered worked time. Six (6) hours - pro-rated for part-time RNs – of optional education per year held during time off shall be considered work time. Optional training held during time off will not be compensated unless approved by the department head. Unused education hours will not carry over from year to year. Optional education hours will not result in overtime. RNs may be required to give in-service training after completing a course.

Section 23.3: In-service education programs will be provided on a continuing basis for all nursing personnel. It is the responsibility of all nursing employees to attend mandatory in-service programs. Applicability to specific personnel will be indicated on the program notices and/or on monthly hospital activity calendar per supervisor's approval. All nurses will be compensated for attendance at appropriate in-service education meetings.

ARTICLE 24

GRIEVANCE AND ARBITRATION PROCEDURE

Section 24.1: Purpose

The Hospital believes it is essential that employees be given the opportunity to have complaints or concerns relating to their employment impartially reviewed.

The Hospital will in no way discriminate, reprimand, or cause undue pressure on any Nurse who may have cause to use this procedure.

Section 24.2: Definitions

- “Grievance” shall be defined as a complaint by a Nurse or group of Nurses based upon an event, condition, or circumstance allegedly caused by violation or misinterpretation of any provision of this Agreement. An “aggrieved person” shall mean the person or persons making the complaint(s), either individually or through the Association.
- The term “days” shall mean calendar days.
- Any of the time limits herein may be extended by mutual agreement of the Parties in writing.

Section 24.3

A nurse may choose not to have Association representation throughout the grievance process.

Section 24.4: Step 1: Informal Grievance

The Nurse shall first attempt to resolve the problem with the Nurse's supervisor within nine (9) days of the individual nurse having knowledge that the grievance exists. The supervisor shall be given nine (9) days to resolve the problem.

Section 24.5: Step 2: Initiation of a Formal Grievance

If the Employee is not satisfied with the supervisor's response, the employee files a written grievance containing relevant facts, including, if applicable, the contract article and section alleged to have been violated and the expected resolution of the grievance, to the immediate supervisor within nine (9) calendar days after receiving the response from step one.

The immediate supervisor responds in writing to this grievance within nine (9) calendar days of receipt of the written grievance. If the employee is not satisfied with this response, the nurse or the Association may, within seven (7) calendar days, continue to Step 3 of the grievance procedure.

Section 24.6 Step 3: Ad Hoc Grievance Committee

The employee requests that an ad hoc grievance committee be convened to hear the merits of the grievance. The method of "hearing" the merits shall be determined by the committee with the advice of the Director of Human Resources and the Association representative.

The grievant selects an employee of the hospital. The immediate

supervisor of Step 1 selects an employee of the hospital. These two employees select a hospital employee to be the third member of the committee.

The Director of Human Resources and the Association Representative serve as advisors to the committee. If the grievance involves the Director of Human Resources, another administrative officer shall be designated to act in his/her place. The advisors will not be present during the deliberations of the ad hoc committee.

The ad hoc committee has fifteen (15) calendar days after its formation to provide the Administrator a concise statement of the problem as well as the recommendation for remedy or correction of the problem.

Section 24.7: Step 4: Administrator

The Administrator reviews the ad hoc committee's statement and seeks additional information as he/she deems appropriate, which may include a meeting with the employee, the affected management representative, the Director of Human Resources and the Association Representative to discuss the grievance. The Administrator provides a final and binding written answer to the employee with fifteen (15) calendar days after the receipt of the ad hoc grievance committee report. Termination grievances may proceed to arbitration.

Section 24.8: Step 5: Arbitration

In the event the subject matter of the grievance is an employee termination, the employee shall have the right to final and binding arbitration. The Association may submit the issue in writing to arbitration within ten (10) days following the

Administrator's written response to the grievance. Within ten (10) day of the notification, the parties shall select an arbitrator. If said parties are unable to agree upon said selection within three (3) days, then both shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) names of individuals that would serve as a neutral arbitrator in the dispute. Each party shall alternatively strike one (1) name from the list and the remaining named person shall act as the sole arbitrator. The arbitrator shall be requested to render a written decision within thirty (30) days following the arbitration hearing. The decision of the arbitrator shall be within the scope and terms of this contractual agreement and shall not change any of its terms and conditions. The cost of the arbitrator shall be borne equally by both Parties. It is expressly understood that Step 5 shall be limited to terminations only and shall not apply to any other grievances.

ARTICLE 25

AMENDMENTS

Section 25.1:

Any provision 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.

ARTICLE 26

DURATION AND TERMINATION

Section 26.1:

The Agreement shall be effective July 1, 2014, and shall remain in full force and effect until June 30, 2017. Either party may give notice to the other party to re-open or terminate the Agreement no later than January 1, 2017. Pay adjustments will occur the first full pay period following the effective date.

ARTICLE 27
PROFESSIONAL CONFERENCE COMMITTEE

Section 27.1:

A Professional Conference Committee (PCC) shall be formed to address issues related to patient care and systems related to provision of care in the Nursing, Home Care, and Hospice Departments. It will look at operational changes and educational needs of the Nurses and the Hospital. Thus purpose is to facilitate those changes by utilizing existing resources with the least disruption and impact on the Nurses, the patients and the Hospital. The Committee shall consist of three (3) representatives of the Union and three (3) representatives from Hospital management, including the Director of Nursing. The Union shall prepare a monthly agenda at least forty-eight (48) hours prior to the meeting. The Committee shall normally meet once a month; however, by mutual agreement, the committee may meet less often than monthly. The Hospital shall pay up to one (1) hour per month at the normal hourly rate of pay for each of the three (3) union representatives when a meeting takes place. By mutual agreement of the Committee, the meeting may exceed one hour in length without pay.

Section 27.2:

Minutes of the meetings shall be prepared by a Hospital representative and approved by the Union prior to posting on the Union's bulletin boards.

Section 27.3:

The parties agree that the subject matter addressed in Committee meetings shall not be subject to the grievance procedure, unless the subject is a violation of the contract language.

ARTICLE 28

BENEFITS

Section 28.1:

The Hospital intends to maintain the benefits during the term of the contract unless financial conditions warrant a change. In the event the Hospital intends to change the benefits identified in 28.2 the Hospital shall notify the Association thirty (30) days in advance whenever possible and meet with the Association to confer regarding the impact.

Section 28.2:

The benefits referred to in Section 28.1 include:

- Compassionate leave – Employee Manual, #30
- Holiday pay – Employee Manual, #32
- Cash Out ETS (Annual) – Employee Manual, #25
- Meals at a reduced rate– Employee Manual, #9
- Employee Medical Discount – Employee Manual, #41
- Pharmacy Discount – Employee Manual, #42
- Extended Illness Bank – Employee Manual, #26
- Jury Duty – Employee Manual, #29
- \$.10 per hour differential for ACLS/PALS/NALS

Section 28.3:

It is expressly understood that this provision does not modify or alter in any manner the language contained in Article 4, Scope of Agreement.

ARTICLE 29

WAGE SCALE

The parties agree the wage and step scale shall be included in the body of the CBA. Annual step adjustments are discretionary as determined by the Employer and go into effect the first full pay period following the nurses anniversary date. In the event the Employer determines that an annual step adjustment will not be granted, the Employer will meet and confer with the Union for the purpose of providing financial information.

SIGNATURE PAGE

**MARCUS DALY MEMORIAL
HOSPITAL**

**MONTANA NURSES
ASSOCIATION
MDMH LOCAL #35**

By: _____ By: _____

Date: _____ By: _____

By: _____

COMPENSATION

SEE ATTACHMENT "A"

ON CALL COMPENSATION

Nurses who are assigned to be on call shall receive compensation of \$2.25/hour.

Nurses who are assigned to be on call that are called in to work within their normally scheduled shift will receive their base wage for hours worked. Call back is paid only after their regularly scheduled shift when the nurse is on call.

Scheduled shifts for Home Care and Hospice nurses assigned to work on the weekend will be considered a regular eight hour day.

Nurses who are assigned to be on call will receive call back pay when they respond to calls outside their regular work hours. Call back pay will be at time and one-half times the regular rate of pay.

CERTIFICATION COMPENSATION

Nurses who obtain and maintain current certification as recognized by the American Nurses Association and/or National Commission for Certifying Agencies (NCCA) shall be paid an additional \$1.00 per hour. The certification must have written approval by the Director of Nursing and be directly applicable to their home department in which they are regularly scheduled. Only one certification will be recognized for compensation per individual nurse.

When the RN certifies or re-certifies his/her relevant certification, he/she will present the relevant documentation to the Human Resources Office. Any increase in pay will be effective the first full pay period following receipt of documentation in the Human Resources Office. If relevant documentation of re-certification is not given to the Human Resources Office, certification pay will cease upon expiration of his/her certification.

MILEAGE COMPENSATION

Effective July 1, 2014, mileage will increase to \$.50 per mile as documented by the Registered Nurse, approved by the Department Head, and following department policy.

PARITAL RECOGNITION FOR YEAR'S OF PAST EXPERIENCE

Past practice for the Hospital recognizes years of experience for the specific job you are in. RNs will be given one step for every two years of experience you have in the specific job you are in now and placed into the step plan up to a step 10.