

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ROSEBUD HEALTHCARE CENTER

AND

MNA LOCAL 38

11-1-14 thru 10-31-17

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HEALTH CARE CENTER AND MNA LOCAL 38

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ARTICLE I. CONTRACT PARTIES

Rosebud Community Hospital doing business as Rosebud Health Care Center, a Montana Not for Profit Corporation, operating acute care, long-term care and clinic facilities at Forsyth, Montana (herein Hospital) and the Montana Nurses Association, Local 38 (herein Association), have agreed as follows:

ARTICLE II. OMNIBUS CLAUSE

Whenever the terms “his,” “hers,” “he,” “she,” “nurse,” or “employee” are used in this agreement, they shall be interpreted as including or referring to both male and female gender.

ARTICLE III. RECOGNITION, SCOPE OF AGREEMENT

A. Rosebud Health Center (“Employer,” “Company,” or “Rosebud”) recognizes the Montana Nurses Association (“Association” or “Union”) as the exclusive collective bargaining representative for the following bargaining unit:

Included: All registered nurses employed at Rosebud Health Center in Forsyth, Montana.

Excluded: Coordinators, supervisors and guards as defined in the National Labor Relations Act (“Act”), and all employees other than registered nurses, provided that any registered nurse supervisor/coordinator can perform work normally performed by members of the bargaining unit.

B. The terms are intended to cover only minimums in wages, hours, working conditions and other employee benefits. The Employer may place superior wages, hours, working conditions and other employee benefits in effect and may reduce the same to the minimum herein prescribed, without the consent of the Association. The Employer will inform the Association of any changes in a timely manner.

C. During the terms of this Agreement and any extensions, no collective bargaining will occur upon any matter covered by this Agreement or upon any matter which has been raised and disposed of during the course of the collective bargaining which resulted in the consummation of this Agreement, unless mutually agreed upon by the Employer and Association.

D. The Employer also agrees to furnish names, addresses and telephone numbers of new nurses at the time of hire.

E. At the time of employment, a copy of this agreement, provided by the Association, shall be given by the Hospital to each nurse. MNA will be provided 30 minutes during the first ten (10) days of the new employee's orientation period for union orientation.

F. No nurse will be required to be a member of the Association. However, for the convenience of the Association and those employees who may now be or who may become Association members, the Employer, after receipt of an appropriate written authorization from employees covered, agrees to deduct each month the monthly Association dues and remit such dues to the Association. The check-off regular monthly dues shall be terminable and revocable at will by the employee by informing the Employer in writing. The Association agrees to indemnify and hold the Employer harmless against any and all claims, by reasons of any action taken by the Employer under this provision.

ARTICLE IV. EMPLOYEE LISTS

Quarterly, in March, June, September and December, the Hospital will provide a listing of all RNs, including seniority status, to the Chairperson of the local unit and MNA. The employer also agrees to furnish names, addresses and phone numbers of new nurses scheduled for general orientation, in advance of orientation.

ARTICLE V. EMPLOYEE STATUS

DEFINITIONS

Probationers: For the first six (6) months of employment, all employees will be considered probationers. During this period the employee may terminate her/his position or the Hospital may dismiss the employee without further obligation. This is a trial period for both the employee and the Hospital to determine suitability and interest in the work and to provide the opportunity for an adjustment period.

Temporary Nurses: A temporary nurse is a nurse who is hired for a period up to six (6) months and is so informed at the time of hire, and who is hired for a special project or to replace a nurse on leave or on vacation or for other reasons. A temporary nurse may be discharged with or without just cause at the sole discretion of the Employer.

Full-time Nurses: A full-time nurse is a nurse who has completed his/her probationary period and regularly works a minimum of 144 hours per pay period.

Part-time Nurses: A part-time nurse is a nurse who has completed his/her probationary period and works regularly scheduled shifts but works less than 144 hours per pay period.

Per Diem Nurses: A per diem nurse is a nurse who works on an as needed basis on a single unit or in multiple areas of the Hospital but does not hold a regular status position with the Hospital. Periods of per diem status do not affect the nurse's anniversary date of employment. Per Diem nurses will receive ten percent (10%) of their base wage as differential in addition to their base wage for all hours worked in lieu of receiving fringe benefits.

Registry Nurses: Registry Nurses (an employee of a subcontracting employment agency) shall not be covered by the provisions of this agreement, provided however, that registry nurses shall not be used to defeat the right of bargaining unit nurses as specifically provided for in this agreement.

ARTICLE VI. MANAGEMENT RIGHTS

Section 1.

The Association recognizes and agrees that except as specifically limited by the express provisions of this Agreement, the Employer maintains sole and exclusive right to manage its business in such a manner as the Employer shall determine to be in its best interest. The Employer's right to manage its business includes, but is not limited to, the right to:

- Hire, promote, demote, transfer, assign and direct employees;
- Sell, lease, transfer, discontinue or subcontract all or part of the business;
- Move, transfer or change the location of part or all of the operations;
- Discipline, suspend or discharge, or relieve employees of duties;
- Enforce current company rules and regulations;
- Increase or decrease the work force;
- Determine the work to be performed, job content, the employee's performance and methods to be employed;
- Establish quality and work standards;
- Schedule and re-schedule hours, including overtime;
- Determine and re-determine job content and any classifications that are required;
- Determine and, from time to time, re-determine the qualifications of the employees and to maintain safety, efficiency and order.

The exercise or non-exercise of the rights retained by the Employer shall not be deemed to waive any such rights or the discretion to exercise any such rights in some other way in the future.

Nothing in this article shall preclude the Employer from bargaining the impact of its decisions as required by law.

Section 2.

The terms of this written Agreement encompass all limitations and the rights of management and no agreements, promises, customs, benefits, practices or usage, whether written or oral, which were established or in effect before the execution of this Agreement, will be binding upon either party subsequent to the execution of this Agreement.

Section 3.

Both parties acknowledge that during negotiations which resulted in this Agreement, both parties had every right to discuss and did discuss all collective bargaining demands and proposals and that, as a result thereof, this Agreement is complete and resolves all collective bargaining issues between the parties for its duration. Therefore, both parties waive any right to compel or force any further negotiations on any matters whether or not within the knowledge or contemplation of the parties at the time they executed the Agreement.

Section 4.

Any of the rights and powers the Company had before entering into this Agreement are retained by the Employer except as specifically abridged or modified by the express written Agreement with the Union as to the particular subjects.

Section 5.

Notwithstanding the limitations expressed in this Article, further negotiations may occur during the term of this Agreement with the consent of both parties in writing, and if such negotiations do occur and result in an agreement, such agreement shall be reduced to writing and shall be binding upon the parties hereto for any term agreed to by the parties.

Section 6.

No work, operation of any equipment or machinery or use of any equipment, machinery or tools is or may become the exclusive right or jurisdiction of any employee or classification of employees represented by the Union.

ARTICLE VII. HOURS OF WORK, SCHEDULING, AND TIMEKEEPING

WORK WEEK

The basic work week shall begin with the day shift on Sunday and end with the close of the night shift the following Saturday. All hours worked will be paid as rounded to the nearest ¼ hour.

PAY PERIOD

Pay period runs from the first day of the calendar month through the last day of the month. Payroll day is the fifth (5th) day of the month barring legal holidays or weekends, in which case checks will be issued on the previous working day.

POSTING:

Time schedules and days off shall be posted two (2) weeks in advance for a four (4) week period. Posted schedules will be changed by mutual consent.

WEEKENDS:

The weekend will be defined as Saturday and Sunday. In the Hospital, the weekend will begin at 7:00 a.m. on Saturday and end at 7:00 a.m. on Monday. In the Nursing Home, the weekend will begin at 6:00 a.m. on Saturday and end at 6:00 a.m. on Monday. RNs will receive a seventy – five cent (\$0.75) per hour weekend differential for all weekend hours worked.

TIMEKEEPING

Employees are required to use the computerized time keeping system when reporting to and leaving from work. Employees leaving the premises prior to the regular end of their shift must obtain prior approval from management and are required to sign out and sign in.

All employees are responsible for clocking their own time.

If an error is to be corrected or time clarified, employees must notify their supervisor. The supervisor will then contact human resources for any necessary changes.

TIME AT DESIGNATED COMMITTEES – Nurses shall be compensated at straight time rate of pay for all time spent in any appropriately developed, job related committee.

HOSPITAL REQUESTED TESTIMONY – Nurses shall be paid their regular hour rates when called for testimony on behalf of the hospital. Travel time and expenses will be reimbursed by the hospital.

REPORTING NOTICE

When an employee is unable to report for work at her regularly scheduled starting time, such employee must give the Hospital Supervisor, Director of Nursing Services or Charge RN advance notice of her inability to report, explain the reason therefore and the probable duration of her absence. If permitted by circumstances, such advance notice shall not be less than two (2) hours.

ARTICLE VIII. SENIORITY, LAYOFFS & RECALL, POSITION CHANGES & TERMINATION OF EMPLOYMENT

SENIORITY

- A. Nurses who were hired on or before November 1st, 2012 shall have their seniority determined by their most recent date of hire as a nurse in the facility.
- B. Nurses who were hired after November 1st, 2012, shall have their seniority determined by their date of hire as a bargaining unit nurse.

- C. Per Diem Nurses shall have their seniority date computed by compensable hours.
- D. All beginning employees shall be probationary employees during their first six (6) months of employment, and during the probationary period they will have no seniority or right to employment and may be discharged or disciplined with or without just cause. Upon successful completion of the probationary period, seniority shall be retroactive to date of employment.
- E. The following applies to Nurses hired after November 1st, 2012: Nurses who leave the bargaining unit for the purposes of accepting a non-bargaining unit position at Rosebud Health Care Center that involves patient care, medical services administration, or other positions which utilize the professional education, training and work experience of the employee, shall have bargaining unit seniority frozen until such time as the RN successfully bids back into a bargaining unit position.

LAYOFFS AND RECALL

A layoff is defined as a separation from employment because of a reduction in force caused by reasons that do not reflect discredit on the nurse or nurses to be laid off.

- A. If in the Hospital's judgment a layoff becomes necessary, the Hospital will determine the services and/or level of patient care to be provided and the staffing structure which will best meet these objectives. The Hospital will provide the Association with an accurate seniority list.
- B. In the event of a layoff, the Hospital will determine which Nurses will be retained based on the determination of services and/or level of patient care to be provided. The Nurse(s) in the affected department with the least seniority will be the first laid off. Layoffs shall be in the following order: temporary Nurses, probationary Nurses, per diem Nurses followed by regularly scheduled Nurses in the affected departments. The Hospital shall be the judge of qualifications and ability.
- C. The laid off nurse will have the right to bump the least senior nurse with less seniority than the laid off nurse in another department if she choose to provided she has the skills and qualifications to perform the new job.
- D. Laid off Nurses and the Association will receive a written notice of at least thirty (30) calendar days prior to the effective date of layoff or pay to the nurse in lieu thereof.
- E. Nurses on layoff status shall keep the Human Resources Department aware at all times of their recall availability and current address and telephone number. Job vacancies shall be mailed to Nurses who have been laid off.

- F. Nurses will be removed from the recall list after one (1) year.
- G. Recall back to work shall be done in the order of seniority (Nurse with the most seniority goes back to work first and so on).

TERMINATION OF EMPLOYMENT

- A. Discharge shall only be for just cause.
- B. A nurse shall give the Hospital one (1) month written notice of intent to resign, whenever possible.
- C. The employee's chronological record shall be available for the employee's review, during active employment.

DISCIPLINE

- A. No nurse will be disciplined or discharged except for just cause. In taking disciplinary action, the Hospital shall follow the principle of progressive discipline directed toward the goal of correction, provided, however, the parties acknowledge that the Hospital by its policies has established and maintains the right to determine the circumstances justifying immediate suspension or discharge.
- B. Discipline, when administered, will be done in accordance with the Hospital's written policies and procedures, in one or more of the following forms and normally, but not necessarily, in the following order: (1) Oral reprimand; (2) Written reprimand; (3) Suspension; (4) Discharge.
- C. Formal disciplinary action shall take place in a private area. All disciplinary proceedings are subject to the grievance/arbitration clause. All disciplinary entries in the personnel file not involving termination shall state the corrective action expected of the employee. During the probationary period, an employee may be discharged without the right of grievance or appeal. All written reprimands, notices of suspension and notices of discharge may become a part of the employee's personnel file and shall be read and acknowledged by signature of the employee. If the employee has no further disciplinary action within a one-year period the action will be removed from the employee's personnel file at the employee's request.

ARTICLE IX. NO STRIKE - NO LOCKOUT

It is agreed that during the term of this Agreement, neither employees nor the Association shall cause, encourage, engage, or participate in any strike, sympathy strike, slow-down, work stoppage, picketing, or anti-Company publicity. The Hospital agrees that it will not lock out employees during the term of the Agreement.

ARTICLE X. GRIEVANCE AND ARBITRATION

The provisions of this Article shall be the exclusive method to be followed by the Union and the employees in the adjustment or settlement of all grievances and disputes regarding the interpretation or application of this Agreement.

- The Employer, and employee or the Union may file grievances.
- The grievant and the Union Representative have the right to be present at each step of the grievance procedure.
- All timelines may be extended by mutual agreement of the parties.
- If one party fails to meet a timeline, the grievance will be resolved in the favor of the party held in compliance with this article.
- All days in this article refer to business days.
- All grievances shall be processed in accordance with the provisions of this article.

Section 1. Time Limitations. STEP 1 of the grievance process must be initiated no later than fifteen (15) days after the grievance occurs or when it becomes known.

Section 2. Processing of Grievances. Grievances shall be processed in the following manner:

STEP 1: The grievance shall first be taken up between the employee involved and his immediate supervisor. It is the intention of the Union and the Employer that every reasonable effort be made to settle grievances at this level. The employer shall have ten (10) days to investigate and respond to the grievant in writing.

STEP 2: If no satisfactory settlement is reached under STEP 1, the written grievance shall be submitted to the CEO no later than ten (10) days after the written response from STEP 1 is received. The Employer will investigate, meet with the grievant and the Union Representative and issue a written response no later than ten (10) days after STEP 2 is initiated.

STEP 3: If no satisfactory settlement is reached under STEP 2 then the Union may request in writing that the grievance be submitted to binding arbitration. Submission to arbitration shall occur within twenty (20) days of the written response in STEP 2.

- (a) Within ten (10) days after receipt of the request for arbitration, the Employer's representative and the Union's representative shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service and the parties shall select therefrom one (1) arbitrator by alternately deleting names from the list until a last name remains, the parties shall "flip a coin" to determine who shall be entitled to the first list deletion.
- (b) The arbitrator selected in accordance with the above procedure shall decide the dispute and his decision shall be final and binding on the Employer, the Union and the employee(s), provided the arbitrator shall only have authority to decide if the Employer violated the express terms of this Agreement and he shall have no authority to add to, subtract from, supplement or modify this Agreement.
- (c) The arbitrator shall not be empowered to hear more than one (1) Grievance at any time unless it involves identical facts or unless the parties have otherwise agreed in writing prior to the proceeding. The arbitrator shall not be empowered and shall have no jurisdiction to base his award on any alleged custom, practice or understanding which occurred prior to the effective date of this Agreement.
- (d) The arbitrator's decision or award shall be based solely on the evidence presented to the arbitrator by the respective parties or their counsel in the presence of each other, and the arguments presented in the written briefs of the parties. The arbitrator's decision shall be final and binding upon the Employer, the Union and the employee(s) affected.
- (e) The fees and expenses of the arbitrator and the arbitration proceedings shall be borne equally by the parties. Each party will pay their own witness expenses.
- (f) The parties may agree to present a grievance to mediation prior to submission to arbitration and if agreeable, request the mediator to make a non-binding recommendation.
- (g) An employee shall not lose time or pay for time spent as a witness in an arbitration proceeding. The Union and the Company will set a schedule for the release of such employees.

- (h) Prior to an arbitration proceeding, the parties shall exchange the names of their respective witnesses, the issue(s) the witnesses will address and Exhibits intended to be introduced.

ARTICLE XI. POSITION POSTING AND FILLING OF VACANCIES

Section 1. Posting

When vacancies occur or new positions are created, the existence of such vacancies shall be posted on the bulletin board for a period of seven (7) calendar days from the date of the initial posting.

Section 2. Filling of Vacancies

Full-time and regular part-time Nurses employed by the Employer may apply for such vacancy or newly created position and shall be given-preference in filling such vacancy on a seniority basis provided (a) the nurse is qualified to fill the vacant position, and (b) approval will not adversely affect patient care. Every effort will be made to award the position in a timely manner.

ARTICLE XII. SALARIES

WAGE PROVISION

No RN will suffer a reduction in pay or other loss as a result of the ratification of this agreement.

For the contract year November 1 2014 through October 31 2015 only: Effective November 1st, 2014, all RNs shall receive a 2.5 % Across the Board Increase (ATB) on their next anniversary date.

Increases will be granted after the nurse has received her annual performance evaluation. The evaluation will be completed by the last day of the anniversary month. Nurses will sign the evaluation as acknowledgement of the process. Annual reviews will be subject to the grievance procedure.

Additional compensation to the RNs base wage shall be awarded based on evaluation scores per the table below:

| ADDITIONAL COMPENSATION BASED ON EVALUATION SCORES | | | | | | | |
|---|--|--|--|-------------------------|--|--|--|
| Additional Increase to Base Wage | | | | Evaluation Score | | | |
| 0.50% | | | | 63-73 | | | |
| 1.00% | | | | 74-83 | | | |
| 1.50% | | | | 84-93 | | | |
| 2.00% | | | | 94-104 | | | |
| 2.50% | | | | 105 | | | |

The parties will meet between September and October of 2015 for a wage re-opener for year 2 and year 3 wages.

Increases will be granted after the nurse has received her annual performance evaluation. The evaluation will be completed by the last day of the anniversary month. Nurses will sign the evaluation as acknowledgement of the process. Annual reviews will be subject to the grievance procedure.

BONUS BASED ON YEARS OF SERVICE WITH THE HOSPITAL

Beginning 10-31-09 all RNs will receive an annual bonus along with their negotiated wage increase based on years of service with the hospital.

RNs who have been employed with the hospital for five (5) years or greater will receive an annual bonus of fifty (\$50.00)/year for each year of service during their anniversary month. Maximum bonus will not exceed one-thousand (\$1000) dollars.

NEW HIRE WAGE SCALES

HOSPITAL AND EXTENDED CARE FACILITY

| | <u>Wage</u> |
|--------------|--------------------|
| New Graduate | 22.02 |
| Year One | 22.58 |
| Two | 23.13 |
| Three | 23.68 |
| Four | 24.23 |
| Five | 24.78 |
| Six | 25.33 |
| Seven | 25.88 |
| Eighth | 26.43 |
| Nine | 26.98 |
| Tenth | 27.53 |
| Eleven | 28.08 |
| Twelve | 28.63 |
| Thirteen | 29.18 |
| Fourteen | 29.73 |
| Fifteen | 30.28 |
| Sixteen | 30.83 |
| Seventeen | 31.39 |
| Eighteen | 31.94 |
| Nineteen | 32.49 |
| Twenty | 33.04 |

CLINIC

Clinic RNs will receive one (1.00) Dollar less per hour than Hospital and Extended Care RNs

ARTICLE XIII. BENEFITS, HEALTH AND WELFARE

INSURANCE

Employee Eligibility and Premiums:

Eligibility: All regular full-time employees and regular part-time employees who work at least twenty (20) hours per week on a regular basis are eligible to participate in this benefit program.

Employees must wait 90 days after start of employment to apply for the health insurance. Application must be made within thirty (30) days following the 90 day waiting period. The employee will be covered on the first of the month following application.

Dependents: Dependents shall become eligible as follows:

- A. A spouse may be added within thirty (30) days following date of marriage.
- B. A child may be added within thirty (30) days of birth or acquirement. If the addition of a child requires a change to an additional rate classification, such change must be made effective within thirty (30) days of the date of birth or acquirement.

Premiums: Rosebud Health Care Center will pay \$125.00 of the monthly premium cost for the employee's health and basic life coverage. Employees may elect family coverage at their own expense.

Leave of Absence: Any employee on a leave of absence will be responsible to pay the full premium for their group health plan while on leave.

Employees may stay on the Group plan subject to COBRA for up to a maximum of 18 months for employees, up to 29 months if disabled, and up to 36 months for spouses and dependents after they leave Rosebud Health Care Center. The employee should make arrangements for payment of the full premium through Human Resources. Questions on continuation of health coverage for spouse and dependents should be directed to the Human Resources Representative.

Life Insurance:

Rosebud Health Care Center will provide life insurance in the amount of \$10,000. Nurses may purchase additional life insurance coverage should they desire.

EMPLOYEE DISCOUNT

Rosebud Health Care Center will provide a 10% discount on healthcare services provided at RHCC to all employees who request a discount.

- The Employee discount will be available to Employees only.
- Employees will contact an individual in the Business Office and request their Employee Discount within 30 days from their date of discharge from RHCC or insurance company payment.
- The Employee discount will only apply to any remaining balance after all insurances have paid RHCC. This includes... Co-payment, deductibles, and balances owed by uninsured individuals that are considered patient responsibility.
- If employees cannot pay their bill in full, employees can sign up for a Payroll Deduction Plan.
RHCC requires a payment minimum of \$25.00 or 10% of the account balance, whichever is greater.
- The maximum amount of time patients may pay RHCC for services is ten (10) months from the discharge date.
- If an Employee is given an Employee Discount and the remaining balance is not paid by the employee within the 10 month time frame causing the account to go to collections, the Employee Discount will be reversed and the whole self-pay amount will be sent to collections.
- If an employee pays their account in full within 30 days of discharge or insurance payment the employee will also be eligible for the 10% prompt pay discount.
- All employees are encouraged to complete the Charity Care Application. If an employee qualifies for a Charity Care adjustment, the adjustment could be a greater percentage than the 10% Employee Discount and no Employee Discount will be given.

ARTICLE XIV. EXPOSURE TO CONTAGIOUS DISEASE

If a nurse has been exposed to a contagious disease, a chest x-ray, and/or appropriate laboratory test is indicated, such examination shall be provided by the Hospital without charge to the nurse.

ARTICLE XV. EQUAL EMPLOYMENT OPPORTUNITY, MNPA, AND L/M COMMITTEE

EQUAL EMPLOYMENT OPPORTUNITY – The Hospital and the association agree that each will fully comply with applicable laws and regulations regarding discrimination against any employee because of such person’s race, religion, color, national origin, sex, age, or disabilities. There also shall be no discrimination by the Hospital against any nurse or applicant for employment on account of membership in or activities on behalf of the Association.

MONTANA NURSE PRACTICE ACT – For all RN’s the practice of nursing in the Hospital shall be in compliance with the Montana Nurse Practice Act and the ANA Code of Ethics for Nurses.

LABOR MANAGEMENT COMMITTEE – Hospital Management, jointly with the elected representatives of the Registered Nurses, shall maintain a Labor-Management Committee (LMC) to assist with areas of concern. Assignment despite objection (ADO) forms, staff utilization committee and ethics committee will be standing items on the committee agenda. The purpose of the committee is to foster improved communications between the employer and the nursing staff. The participating members will represent the views of their respective group. Such a committee shall be on a permanent basis and meet monthly or as infrequently as quarterly upon mutual agreement. The activities of the LMC shall not be subject to the grievance procedure. Participating nurses shall be compensated at their regular straight time rate for LMC meetings.

ARTICLE XVI. UNION ACCESS/UNION REPRESENTATION

Section 1.

Upon advance notice, authorized representatives of the Union will be given permission/authorization to access the Employer’s establishment for the purpose of investigation and handling of grievances and contract administration; provided that, such advance notice shall be provided in writing or by telephone to the Employer Representative. Any such meeting with bargaining unit member or members shall be held in non-work areas and at non-work times. In this connection, the Union agrees to furnish the Employer with the names of its authorized representatives for the purpose of this Article and only those persons shall be given access to the Employer’s premises. The CEO or his/her designate shall determine the place of a conference between the Union Representative and the nurse. The duration of such visitation or conference shall be subject to the needs of the Health Center and shall not interfere with patient care or the operation of the Health Center.

Section 2.

The local bargaining unit shall elect one Nurse who has completed his/her probationary period to act as Local Unit President.

The activities of the Local Unit President shall not interfere with the Local Unit President’s work or the work of any other Nurse.

The Local Unit President must be given the opportunity to be present at any interview of a nurse in the bargaining unit by a representative of management in connection with an investigation provided the nurse reasonably believes the investigation interview may result in disciplinary action of her and the nurse requests representation. A Local Unit President who is requested or required to meet with managerial representatives during her scheduled hours of work shall be compensated for such time. Grievance meetings shall be scheduled during non-work time. In the case of a grievance meeting between the Local Unit President and Employer Representative during working hours, the Local Unit President shall be compensated at his/ her regular rate of pay.

ARTICLE XII. MANAGEMENT, EMPLOYEE, AND UNION COMMUNICATION

Section 1.

Employee Policy and Procedure

If an interpretation of the Employer's Policies or Regulations is put in writing, a copy shall be sent to the Union.

Section 2.

Bulletin Boards

The Employer will provide space for a Union bulletin board which shall be used to communicate with and inform unit employees. Bulletin board items may include notices of meetings, elections and other related materials pertaining to the welfare of Union members.

Notices submitted for posting must be dated and bear the signature of the Association's authorized representative.

ARTICLE XIII. ON-CALL PAY

There are some service areas that must regularly designate certain employees to make themselves available for emergency situations. Employees who are designated to be on call must keep the Rosebud Health Care Center informed at all times regarding how they can be reached (pager, etc.).

The employee must be able to report for work within a reasonable time following a call from the Rosebud Health Care Center. Each department has developed standard times for its employees to respond to a call; each Department Manager will describe the standard for his or her department to all employees. An employee who is "on call" and not available to report to work when needed will be subject to disciplinary action up to and including dismissal.

1. If an employee is scheduled for call time, the Rosebud Health Care Center will compensate the employee \$2.00/hour for such hours according to departmental policies.

2. Employees who are called to work an unscheduled shift will be paid \$2.00/hour from the time of the call not to exceed 8 hours, then paid \$2.00/hour plus the regular wage for hours actually worked with a minimum of one (1) hour. On-call pay for weekends shall be \$3.00 per hour with a minimum of one and one-half (1 ½) hours.
3. Employees who are called back after working a regular scheduled shift will be paid for all additional hours actually worked at one and one half (1 ½) times the employee's current rate of pay.

ARTICLE XIX. EDUCATIONAL ASSISTANCE

The hospital will provide employees with interest-free educational loans to help defray the cost of tuition and fees for approved job-related courses. In addition, the facility will pay for training courses/seminars to which it specifically sends employees.

1. Educational Loan Program:

Bargaining unit employees who qualify for higher education in a health related profession may apply to Rosebud Health Care Center for a no interest loan not to exceed \$1000.00 per year. Up to two loans may be granted each year at the Governing Board's discretion limited to three (3) years for each recipient. Further information may be obtained from the CEO or CFO.

2. Seminars/Training Programs:

Each department is required by the Montana Administrative Code to conduct ongoing programs of continuing education.

- a. Reimbursement of outside inservice education costs.
Prior approval for an outside program must be obtained from the CEO for attendance if any compensation is to be given. Expenses of registration plus room and board will be considered. Travel will be paid at the current per mile rate. Approved expenses will be paid upon submission of receipts.
- b. Priority for approval will be made on content of the program in relation to departmental need and budgetary concerns.
- c. Wages will be paid when staff member has been granted approval for attendance.
- d. All questions regarding staff education programs or policy should be referred to the Inservice Education Coordinator and/or any of the Department Managers.

3. Inservice/Continuing Education within the Facility:

- a. All employees of the Rosebud Health Care Center must attend scheduled inservice classes conducted for their professional enhancement. Attendance at inservices reflects positively on an employee's evaluations.

- b. Excused absences may be granted by the CEO or Department Manager. Mandatory inservices must be made up according to facility policy. The rationale for all inservice attendance is to provide a mechanism to keep employees informed of changes in any health care facility policies or procedures as well as improvement in one's profession.
- c. Many of our inservices are mandated by the State Department of Health and Environmental Sciences. Quality health care is our prime objective and can only be maintained through continuing education.
- d. Any instructional period equal to or greater than one half (1/2) hour may be considered a "class" and should be appropriately documented. Credited time will be handled in the following manner:

Attendance will be paid at the employee's regular day shift rate to those attending on off duty time. Any inservice time spent in addition to a 40 hour week will be paid overtime.

Inservice education will be conducted at regular intervals and programs will be posted in advance so that employees can plan to attend.

The professional employee is responsible for accumulating and maintaining continuing education hours and maintaining a license by availing themselves to relevant available educational experiences. The cost involved in obtaining the necessary CEUs for licensure is the responsibility of the, employee. The individual is responsible for maintaining his or her own records on a current basis and providing information to the Department Manager for inclusion in the personnel file.

ARTICLE XX. PAID HOURS OFF/VACATION

1. Eligibility:

Employees eligible for the Paid Hours Off (PHOs) benefit must work in excess of 87 hours per month.

During the first six months of employment, no vacation time is available for use.

However, employees begin to accrue vacation time from the date of hire.

2. PHOs are comprised of earned vacation days (depending on the number of hours worked and the number of years of employment):

A. PHO hours will be accrued before they can be taken.

B. The accrual of PHO hours is based on regular hours worked, in-service hours and PHO hours used, per month. PHO hours are not accrued for overtime or EIB hours.

- C. Compensation for PHO hours will be paid at the employee’s regular rate of pay.
- D. It is up to the employee and his/her Department Manager to see that their PHOs are taken. It is essential to take time off for rest and relaxation. Extensions for use of hours may be granted only with the approval of the CEO.
- E. Any time off, with the exception of that taken due to illness, must be scheduled in advance with the employee’s Department Manager and will only be paid with the Department Manager’s approval. A data sheet is required to be filled out for all requested hours taken (used).
- F. To receive pay for PHO hours due to illness, the employee must notify the Department Manager before the scheduled start of their shift.
- G. Earned PHOs will be paid upon termination after satisfactory completion of the introductory period of six months. (PHO hours cannot be used as termination notice time.)
- H. An employee must take available PHO hours prior to a leave of absence.
- I. PHO hours accrual will PHO hours shall accrue per the table below:
- J. Accrual Schedule:

| | 144+Hours | 87-143 |
|-----------------------------|-----------|----------|
| Year 1 | .0373 | .0240 |
| 1 st Anniversary | 80 Hours | 40 Hours |
| Year 2-5 | .0731 | .0630 |
| Year 6-10 | .0923 | .0750 |
| Year 11+ | .1110 | .0870 |

ARTICLE XXI. EXTENDED ILLNESS BANK

1. Each employee who works 103 or more hours per month will accrue eight (8) hours per month in an extended illness bank.
2. A maximum of 288 hours may be accrued in the EIB.
3. An employee becoming ill can use EIB hours from the first day of illness for two illnesses in one calendar year. If an employee becomes ill for the third time in one year, EIBs may be used starting with the fourth day. If accrued, the employee must use PHOs for the first three (3) days if the nurse works eight (8) hour shifts or the first two(2) days if the nurse works twelve (12) hour shifts.

4. For benefits to be received, an approved statement from a physician may be required.
5. An employee who is still ill after the days in the EIB have been used, must use any PHOs they have accrued, or apply for a Leave of Absence.
6. Extended illness days are not payable upon termination of employment either by voluntary quit or dismissal.
7. EXEMPTIONS – Paid Sick Leave will not be granted for keeping medical and dental appointments.

ARTICLE XXII. PREMIUM RATES

OVERTIME PAY

Overtime will be paid at the rate of one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of forty (40) hours per work week.

DIFFERENTIALS

Nurse shall receive the appropriate shift differential for each hour worked during that shift. Shift differential only applies to nurses working floor shifts (for example, clinic, infection control and MDS nurses do not receive shift differential).

Day Shift: 0700- 1500 No Differential

Evening Shift: 1500-2300 \$1.00/ hour

Night shift: 2300-0700 \$1.25/hour

WEEKEND DIFFERENTIAL

All RNs will receive a weekend differential of seventy-five cents (\$0.75) per hour differential for all weekend hours worked.

PREMIUM DAYS

Employees who work on New Year's Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day shall be compensated at 1 ½ times their straight time rate including differentials. If holiday and overtime hours coincide, holiday hours will be paid at double (2x) time the regular rate of pay. The Hospital will attempt to equitably assign work on these days so they are not worked consistently by the same nurses. Nurses must arrange for their own holiday coverage if they request time off during their assigned holiday to work.

All regularly scheduled clinic nurses will receive eight (8) hours of floating holiday pay per year to use for one (1) holiday which falls during the work week.

CERTIFICATION PREMIUM

Nurses who obtain and maintain certification in a nursing specialty by

- ACLS
- PALS
- TNCC

shall be paid an additional \$0.25 per hour premium. Maximum premium that will be paid for multiple certifications will be \$0.75 per hour.

SIGN- ON BONUS

In years when the Hospital offers newly hired RNs a sign-on bonus, it will be offered to all newly hired RNs that fiscal year.

ARTICLE XXIII. TERM

This Agreement, except as otherwise provided, shall become effective November 1, 2015 and shall continue in effect through October 31, 2017 and will continue from year to year thereafter unless either party notifies the other in writing not more than one hundred twenty (120) days or less than ninety (90) days prior to the expiration date of any year thereafter, of the desire to amend, terminate or change this Agreement. This Agreement shall be opened for bargaining in the fall of 2015 for year 2 and year 3 wage negotiations only under the same conditions outlined above.

APPENDIX A

LABOR MANAGEMENT COMMITTEE MISSION STATEMENT

To foster open communication between management and the Association for the enhancement of the operation of the facility as a whole to provide quality healthcare to the Rosebud community in an atmosphere of congeniality and well being for all involved.

In furtherance of this mission the LMC shall address:

- All matters and standing committee agenda items set forth in the contractual provision defining the LMC;
- Recruitment and retention of qualified personnel;
- Equity in wages and benefits;
- The performance evaluation process and annual review; and
- Other matters concerning the terms and conditions of employment of bargaining unit employees as defined by the LMC.
- Other matters concerning how to make the Hospital more financially successful.

This memorandum is not intended to expand, limit, or otherwise alter the contractual definition of the scope and authority of the LMC.

IN WITNESS WHEREOF, the parties hereto have executed this contract this 20th day of August, 2014.

For the Union:

 8/20/14

For the Hospital:

 8-20-14



This Contract was printed In-House using Union Labor