

AGREEMENT
BETWEEN
MONTANA NURSES ASSOCIATION
AND
SIDNEY HEALTH CENTER OF
RICHLAND COUNTY, LOCAL 39

July 1, 2016

Through

June 30, 2018

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This Agreement is made and entered into by and between **SIDNEY HEALTH CENTER OF RICHLAND COUNTY**, Sidney, Montana, party of the first part hereinafter referred to as **the Employer**, and the **MONTANA NURSES ASSOCIATION**, party of the second part, hereinafter referred to as **the Association**.

ARTICLE ONE: PURPOSE

Whereas it is the intent of the parties hereto that this contract will promote and improve relations between the Employer and its Registered Nurses, and to set forth herein the basic conditions covering these relations; therefore, the Articles, which follow, set forth the total contract between said parties.

It is also agreed that should any disagreement arise between the Employer and any or all members of the bargaining unit or the Association, the parties will immediately settle their disagreements in accordance with the provisions outlined herein.

Therefore, it is understood and agreed as follows:

ARTICLE TWO: RECOGNITION

The Employer recognizes the Association as the exclusive bargaining representative of the Registered Nurses, covered by this Agreement, who are employed by Sidney Health Center for the purpose of development, interpretation and implementation of the provisions of this contract.

This Agreement shall cover all full and part-time Registered Nurses employed in the positions of general duty, Home Health, Hospice, Extended Care, Clinic and Lodge. This contract excludes Registered Nurses employed in positions of management, Charge Nurses, salaried registered, relief, temporary, and APRNs.

The terms hereof are intended to cover only minimums in wages, hours, working conditions and other employees' benefits. The Employer may, in its sole discretion, place in effect superior wages, hours, working conditions and other benefits for some or all Registered Nurses, and may reduce the same to the minimums prior to the superior wages being placed in effect, without the consent of the Association. The Employer will inform the Association of any such changes.

Position Descriptions - Each Registered Nurse upon employment, transfer, or promotion shall be provided with a written position description by the Employer setting forth requirements, duties, and responsibilities. Each Registered Nurse presently employed who is not in possession of a written position description covering the present assignment shall also receive such description.

In the exercise of its exclusive duty and right to manage the operation of Sidney Health Center and direct all the working forces, the Employer shall have the right to change position titles, add new positions, and develop and institute new position descriptions, classifications, and responsibilities.

ARTICLE THREE: REPRESENTATION

1. Monthly Roster - On a monthly basis, the Employer will provide the Association notice of active RNs, newly hired RNs, and terminated RNs covered by this Agreement. The monthly roster shall include the name, complete mailing address, phone number, department, employee status, date of employment, and the Nurse's current position date, which may be different than their date of hire.
2. Contract - Every newly hired RN that shall be recognized by the Local Unit shall be given the Local Unit contract. The Association will supply the Employer with a copy of the current contract. As the recognized bargaining agent for the Local Unit, the Local Unit Officers shall distribute additional copies of this Agreement, and any modifications to such Agreement, to each Registered Nurse it represents. The Local Unit officers will welcome the newly hired RNs.
3. Dues - During the term of this Agreement, the Employer agrees to deduct each month Association dues from the pay of Nurses who have authorized such deduction in writing. Authorization once filed shall be irrevocable for a period of one year from the date of signature and such authorization shall be automatically renewed annually unless a written notice of revocation is given by the Nurses or unless the term of the collective bargaining agreement has expired.

It is the Association's responsibility to provide Nurses with the authorization form and to provide Nurses with the information regarding the option to voluntarily withhold wages. The Employer shall mail the Association the dues deduction within 5 days of the Nurses' bi-weekly pay date.

The Association and each member authorizing the assignment of wages for the payment of dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, and other forms of liability that may arise against the Employer for or on account of any improper dues deduction made from wages of such employee on account of any act (or failure to act) by the Association. The hold harmless clause includes an agreement to pay any and all reasonable attorneys' fees incurred by the Employer in defending against any legal action by a Nurse concerning such an improper dues deduction.

ARTICLE FOUR: UNION SECURITY

Any present or future employee who is not an Association member and who does not make application for membership shall, within 90 days of active employment, as a condition of continued employment, pay to the Association a representation fee lawfully determined by the Association toward the administration of the Agreement.

Any Nurse who fails to comply with the foregoing provisions shall be discharged by the Employer no later than thirty (30) days after receipt of a written request for such discharge from the Association and notice to the Nurse. However, if the affected Nurse complies with the provisions of this Article prior to actual discharge then the Nurse may continue in employment. In the event a Nurse subject to discharge under this paragraph is required for patient care, and a replacement cannot be obtained within the thirty (30) day period, the Association shall be advised and, by mutual agreement between the Employer and the Association, the Nurse may be retained.

The Association agrees to indemnify and hold the Employer harmless against all reasonable costs of defense and all claims, suites, orders, or judgments brought or issued against the Employer as a result of any action taken by the Employer under the provisions of this Section.

ARTICLE FIVE: EQUALITY OF EMPLOYMENT OPPORTUNITY

The Employer and the Association agree that each will fully comply with all applicable State and Federal laws and regulations regarding discrimination against any Nurse.

ARTICLE SIX: RIGHTS OF MANAGEMENT OF THE EMPLOYER

The Employer retains the right to hire, lay off, schedule hours of work, promote, demote, transfer, discharge, maintain discipline, formulate policies and regulations, and enforce all the Employer rules and regulations. The Employer shall retain sole and exclusive duty and the right to manage the operation of Sidney Health Center, direct all the working forces, determine the methods of procedures and policies to be used and determine the services to be furnished by the Employer, and to set forth the professional standards and qualifications for any and all positions within Sidney Health Center. The foregoing enumeration of the management rights shall not be deemed to be all-inclusive; therefore, the Employer retains all rights typically and historically afforded to management, or not otherwise specifically restricted by this contract.

It is not the intent of this Article to in any way prohibit or limit the flow of communication from Registered Nurses to management about matters of mutual concerns at Sidney Health Center, or to interfere with the Registered Nurse's professional judgments in the performance of nursing functions as put forth by the State of Montana Statutes and Rules Relating to Nursing.

ARTICLE SEVEN: CLASSIFICATIONS OF REGISTERED NURSES

1. **Probationary Period RN:** All Registered Nurses during the first six (6) months of employment. A nurse's probationary period may be extended an additional thirty (30) days for performance related reasons. If the probationary period is extended, a conference will be held with the nurse. The performance issues will be outlined along with a plan for improvement. A copy of the plan will be given to the nurse. Terms of employment will be on a day-to-day basis and either the employer or Registered Nurse may terminate the employment relation at any time during this period, for any reason and without recourse to the grievance and arbitration provisions of this Agreement, unless the nurse alleges discrimination. Any Probationary Period Registered Nurse who becomes a staff Nurse will receive credit for the probationary period in calculating length of service. Continued employment will be determined following favorable performance evaluations.

2. **Part-Time RN:** All Registered Nurses who work less than thirty-five (35) hours during a regularly scheduled workweek. The days worked in each week shall be scheduled consecutively if the schedule of the Employer so permits.

These Registered Nurses may acquire more hours, with the prior approval of the Department Manager/Nurse Manager by:

- a. Working shifts vacated by vacation, holidays, etc.
 - b. Working a short shift during a busy time; and/or
 - c. Attending continuing education or meetings, or working on other Employer projects.
3. **Full-Time RN:** All Registered Nurses who regularly work a scheduled thirty-five (35) hours or more each week, and/or seventy (70) hours in each bi-weekly or fourteen (14) day pay period and are eligible for all benefits.
 - a. Extra hours, with the prior approval of the Department Manager/Nurse Manager may be acquired to make up to forty (40) hours in one (1) week by attending continuing education or meetings, or working on other Sidney Health Center projects as required by the position description, or as mandated by the Employer.

ARTICLE EIGHT: SENIORITY

1. Seniority shall mean the length of continuous employment by the Employer of a type covered by this Agreement.
2. Continuous employment is defined as the performance of all scheduled hours of work, including time off because of vacation, paid sick leave, and authorized leaves of absence, which has not been interrupted by the occurrence of the following:
 - a. Termination.
 - b. Layoff for lack of work, which has continued for six (6) consecutive months.
 - c. Continued absence following the expiration of Family and Medical Leave Act (FMLA) leave, a written leave of absence, or emergency extension thereof granted by the Employer.
 - d. Absence from work for three (3) consecutive working days without notice to the Employer.
 - e. Failure to report for work reasonably promptly after being released to return to work by a physician following an accident or sickness.
3. A Registered Nurse who desires to change shifts or to move to another nursing service department in Sidney Health Center shall make his or her desires known in writing by filing a Request for Change of Position with the Department Manager/Nurse Manager, who shall retain such requests for subsequent consideration when such an opening occurs. The Employer will post a list of all job vacancies to be filled as they occur. Registered Nurses who have completed ten years of continuous employment, full-time and/or part-time, shall be entitled to shift preference except during a staffing crisis, which is defined as having no one to work the shift that has the required certifications and has been oriented to the work area.

ARTICLE NINE: HOURS OF WORK

1. Those Registered Nurses who regularly work a scheduled thirty-five (35) hours or more each week, and/or seventy (70) hours in each bi-weekly or fourteen (14) day pay period will be considered full-time Registered Nurses. All full-time Registered Nurses are eligible for all employee benefits.
2. A standard workday shall consist of up to twelve and one-half (12 ½) hours as per departmental practice. Changes to the standard workday shall be mutually agreed upon by the parties involved. Registered Nurses may not clock in any sooner than seven (7) minutes before the beginning of their assigned shift, unless requested by their supervisor to clock in earlier or clock-out later. Registered Nurses are encouraged to clock out as soon as possible at the end of their scheduled shift.
3. If a Nurse is unrelieved during his/her lunch period (such as Nurses working Med/Surg, OB, ICU, ER and ECF), he/she shall be compensated for a thirty (30) minute meal period. If a Nurse is relieved of his/her duties for a lunch break, he/she will not be compensated for the lunch break. If a Nurse who typically is relieved of his/her duties is required to work over his/her lunch break, he/she has the responsibility to cancel the lunch deduction for that worked period.
4. Overtime at one and one-half (1½) times the regular rate of pay will be paid for hours worked in excess of forty (40) hours in the workweek. The workweek is defined as 0000 hours on Sunday through 2359 hours on Saturday. Authorized hours worked by a Registered Nurse in excess of forty (40) hours in a workweek in which overtime rate has once been allowed, shall not be used again in any other overtime compensation. In no case will overtime compensation be duplicated or pyramided. Time paid for PTO, EIB, bereavement, and leave of absence will not be counted as hours worked in computing overtime. However, if the Employer requires attendance at a workshop/seminar, those hours spent in the workshop/seminar/educational meetings will be counted as hours worked in computing overtime. The Employer shall not require a Registered Nurse to work their scheduled days off because of time off with pay during the same work period, nor shall the Employer schedule a Registered Nurse to work less than their regular hours to compensate for overtime pay received in another pay period. EIB pay shall be paid at the regular rate of pay regardless of how many hours the Registered Nurse has worked in the pay period.
5. Registered Nurses working in OR will be paid at one and one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours per shift.
6. The Employer will provide rest breaks of 15 minutes for every four hours worked. Restrooms and lockers shall be provided.
7. The Employer retains the right to adjust work schedules to maintain an efficient and orderly operation. The Employer shall determine and post a four (4) to six (6) week work schedule at least two (2) weeks prior the date in which the schedule is effective. Established schedules may be amended by mutual agreement at any time

8. A Registered Nurse may be placed on call, as needed, and shall be compensated at the rate of \$ 2.00/hr. If called in, the Registered Nurse shall be paid one and one-half (1½) times the Registered Nurse's regular rate of pay for the hours worked, but shall not receive on-call pay for such time worked. The RN will accrue PTO and EIB hours on all such hours worked up to forty (40) in the work week. The Registered Nurse on call shall always be available. Two (2) pagers are available for the on-call Registered Nurse's use.

Criteria to determine initiation of the on-call policy shall be as follows:

- a. ICU and/or Obstetrics unit has no patients.
 - b. Qualifications will be considered of RN to be placed on low census or on call.
 - c. Qualified RN may be placed on call until the initiation of a special procedure.
 - d. An RN placed on low census or low census call will accumulate PTO and EIB up to forty (40) hours per week.
 - e. OR call per usual rotation and schedule.
 - f. Hospice per usual rotation and schedule.
9. Low Census: Low census will be given according to the discretion of the supervisor or Department Manager/Nurse Manager and the day's staffing needs. General guidelines for low census include the following:
 - a. Per diem and RNs working overtime are given low census first.
 - b. Requests for low census hours are reviewed; volunteers are given priority if possible.
 - c. Low census is assigned according to patient/resident load.
 - d. Low census hours are rotated among the staff as equitably as possible. Previous low census is tracked and reviewed prior to designating to a Nurse. Skills to cover areas active are necessary considerations when scheduling low census.
 - e. Low census in the Clinic shall be mutually agreed upon between the Nurse and the Department Manager/Nurse Manager.
 - f. Priority for the regular shift is given to regular Sidney Health Center Nurses.
 - g. Once the Nurse's shift begins, Nurses placed on low census are not expected to be available to the Employer unless they are placed on low census call.
 10. If a Registered Nurse is requested to work an additional shift, and the Nurse chooses to work the shift, the Nurse will be compensated at least at one-and-one-half (1-1/2) times the regular rate of pay, plus any shift differential, for the hours worked on such additional shift. The RN will accrue PTO and EIB hours on all such hours worked up to forty (40) hours in the work week.
 11. If a Registered Nurse is requested to work an additional weekend, start of Saturday day shift through end of Sunday night shift per departmental practice, beyond the every third scheduled weekend shift, the Nurse will receive a weekend call-in bonus of twenty-five (25) dollars per shift, in addition to the overtime rate of one and one-half (1½) the regular rate of pay. This does not include a traded weekend with another employee, only an additional weekend shift. The RN must notify his/her supervisor when this criterion has been met in order to assure proper reimbursement.

12. Except in case of illness or death of immediate family member, if a Registered Nurse is unable to report to work when scheduled, the Nurse must find a replacement approved by the Department Manager/Nurse Manager or the charge Nurse on duty within at least four (4) hours prior to the time scheduled to work a night shift, or (1) hour prior to the time scheduled to work a day shift, or the Registered Nurse shall work that shift.
13. Alternative staffing patterns may be instituted by mutual agreement with the Department Manager/Nurse Manager and individual Registered Nurse or Nurses concerned.

ARTICLE TEN: SALARIES

1. Effective July 1st, 2016, all RNs shall receive an across the board increase of \$1.25 per hour to their base wage.

Effective July 1st, 2017, all RNs shall receive a 3.25% increase to their base wage.

Effective July 1st, 2018, all RNs shall receive a 3.25% increase to their base wage.

Effective July 1st, 2016, the salary range for Hospital and ECF RNs shall be \$24.23 through \$36.22.

Effective July 1st, 2016, the salary range for Clinic and Lodge RNs shall be \$22.00 through \$31.20.

Effective July 1st, 2017, the salary range for Hospital and ECF RNs shall be \$25.02 through \$37.90.

Effective July 1st, 2017, the salary range for Clinic and Lodge RN's shall be \$22.72 through \$32.71.

Effective July 1st, 2018, the salary range for Hospital and ECF RNs shall be \$25.83 through \$39.63.

Effective July 1st, 2018, the salary range for Clinic and Lodge RN's shall be \$23.46 through \$34.27.

- a. Each Registered Nurse will receive an additional \$.50/hr. for each certification the Registered Nurse obtains (ACLS, CCRN, CEN, TNCC, NRP, STABLE, PALS, etc.) up to a total of four (4) certifications for all RNs. All certifications must be relevant to the areas in which the Registered Nurse works and per the position description. If a Registered Nurse achieves a nationally recognized specialty certification they will receive an additional \$1.00/hr. Any combination or number of certifications cannot exceed \$2.00/hr total.
- b. Certification pay will be paid as a differential above base rate on all actual patient/resident care worked hours.
- c. If a LOCAL UNIT RN occasionally performs Charge Nurse duties, he or she will receive an additional \$5.50/hr. differential.

- d. The wage of an RN who is employed in the independent physician's offices at Sidney Health Center Clinic will be determined by the Department Manager/Nurse Manager with input from the independent physician. The wage will remain within the negotiated wage scale per this Agreement. The wage will not be less than the calculated minimum rate per this Agreement.
2. Newly employed Nurses may be started at rates above base rate of applicable grade in accordance with certification and prior clinical experience & qualifications per the following guidelines. Recent experience shall be defined as relevant clinical experience within the last twenty (20) years without significant break in nursing service up to a maximum credit of 25 years. Those years a Nurse was not actively employed will not be count towards years of credited experience. When a Nurse transfers internally and their evaluation date is less than four (4) months away, they will be given credit for that year's experience. A wage determination worksheet will be generated for each new hire/ transfer outlining the methodology used to determine wage level. The worksheet will be kept in the Nurses' personnel file and will be available for the Association review upon request. The Department Manager/Nurse Manager shall increase the minimum base pay by 2% for each year of work experience as outlined above. Nurses will become eligible for wage increases after the first full year, twelve (12) months of actual continuous employment and every year thereafter.

Wage increases will be made on a merit-based evaluation process utilizing evaluation of overall job performance. The merit-based system will utilize a point range for each duty/responsibility from 1-5, the job duties will be classified into three (3) categories, each category will have an average assigned to its areas of performance, and then all 3 categories will be averaged for an overall score. The average score will be rounded to the nearest tenth. That score will be reduced by .5, and that number will represent the % of increase that employee will receive, i.e., a 3.25 point average overall score will be rounded to 3.3, and then reduced to 2.8. The 2.8 adjusted score will equal a 2.8% increase. If expectations are met for the job, a score of 3 will be assigned. However, exceeding expectations may warrant a higher percent increase, but not to exceed a total increase of 4.5%.

Should such merit-based increase move the hourly wage beyond the range for such nurse, the increase will first be applied to the base salary wage to bring the salary up to the maximum of the range and the remainder of the increase will be paid in a bonus one-time payment, per fiscal year, calculated on the number of hours worked the previous year.

3. Nursing personnel working night hours shall receive an additional one dollar and seventy five cents (\$1.75) per hour based on the department's definition of night hours.
4. The employer agrees to provide lodging to nursing personnel at the Harper Building at fifty dollars (\$50) per night if available. No fee will be assessed if the stay is at the request of the employer, such as on-call or inclement weather. Arrangements for housing must be made by each individual Registered Nurse.
5. The Employer agrees to meet and confer with the RNs prior to changes in the health insurance plan or pension plan.

ARTICLE ELEVEN: NOTIFICATION OF ILLNESS

A Registered Nurse who is absent due to illness is required to report this to their Department Manager/Nurse Manager or Charge Nurse as soon as possible. In order that the position be covered during an illness, it is necessary for a Registered Nurse to keep the Department Manager/Nurse Manager informed as to when they can return to work. Notification of illness shall be in accordance with the Employer's policy. In case of absence due to illness or accident, a certificate from a provider may be requested. A Department Manager/Nurse Manager may request that the Nurse obtain a statement from the Registered Nurse's provider for an illness of over three (3) consecutive days or in the event of a pattern of absenteeism or a reasonable suspicion of abuse of the Employer's policies.

Any Registered Nurse found to have abused Earned Illness Benefits by falsification or misrepresentation shall be subject to disciplinary action, which may include termination.

ARTICLE TWELVE: TYPES OF LEAVE

The Employer recognizes that Registered Nurses occasionally might need to take an extended period of time away from their jobs. Based on facility policies, Department Manager/Nurse Managers may grant a leave of absence with approval from Human Resources, for the following situations:

- PTO/EIB Leave
- FMLA Leave
- Non-FMLA Leave of Absence
- Military Leave
- Jury Duty
- Bereavement Leave
- Maternity/Adoption Leave (Non-FMLA Qualified)
- Workers' Compensation Leave and Workers' Compensation/FMLA Leave

If a Registered Nurse fails to return to work at the end of the leave period, and does not otherwise communicate their intentions to the Department Manager/Nurse Manager, it will be assumed they have voluntarily resigned, generally effective the day they were expected to return to work.

In most leave of absence situations, available paid time must be used before unpaid time. The length of leave can have an impact on such things as insurance coverage and benefits.

ARTICLE THIRTEEN: PERSONAL TIME OFF (PTO)

The Personal Time Off, or PTO, program was established as a means to provide paid leave days to be taken by Registered Nurses for purposes best suiting their needs. Under this program, Registered Nurses may receive time off with pay for relaxation, vacation and holiday, or for personal and emergency purposes when requested in advance, scheduled and approved by the Department Manager/Nurse Manager or designee. All personal time off will be scheduled based on the requirements of the Registered Nurse's department. Registered Nurses wishing to use PTO will complete a Request for Time Off. The Department will review the request and make a decision based on all available information. Requests for Personal Time Off will not be unreasonably denied.

Personal time off must be used to meet a nonexempt Registered Nurse's scheduled hours if the Registered Nurse has requested to not work enough hours to meet their scheduled hours per pay period.

Registered Nurses found to have abused personal time off benefits by falsification or misrepresentation shall be subject to disciplinary action, which may include cause for termination.

Accrual of Hours

1. Accrual of personal leave hours for Registered Nurses will be determined by length of service (*i.e.*, anniversary date and not accumulation of hours) according to the following schedule:

	Accrual Rate For Each Hour Worked	PTO Hours Accrued Per Pay Period	PTO Days Accrued Per Year (Maximum)	PTO Hours Accrued Per Year (Maximum)
Year 0-3	.08077	6.46	21	168
Year 4-7	.10000	8.00	26	208
Year 8	.10385	8.31	27	216
Year 9	.10769	8.62	28	224
Year 10	.11154	8.92	29	232
Year 11	.11538	9.23	30	240
Year 12 and over	.11923	9.54	31	248

PTO hours and PTO days described are based upon eighty (80) hours per pay period. This accrual may vary depending upon how many hours a Registered Nurse is scheduled.

2. Accrual will be proportionate to the number of hours worked per pay period up to, but not to exceed, eighty (80) hours. PTO, EIB, Bereavement and FMLA PTO will accrue PTO hours at the same rate as regular worked hours, not to exceed accrual on more than 80 hours in a pay period.
3. PTO hours will be accrued on all worked hours up to forty (40) in a work week.

4. Registered Nurses may maintain a maximum accumulation of personal time off hours equal to twice the annual accrual. Excess accumulations will be forfeited.

PTO Designations can be categorized as follows:

1. Excused PTO - PTO that has been approved in advance.
2. Unexcused PTO - PTO that has not been approved in advance.
3. FMLA PTO - PTO used for FMLA qualified absences.

Scheduling of Hours

1. To insure the organization's needs are met, all personal time off (with the exception of that due to personal illness or justified emergency) must be scheduled in accordance with departmental policy, and as far in advance as possible. "In advance" is defined by departmental policy, and means ample time for the Department Manager/Nurse Manager to obtain replacement or sufficient coverage for the Registered Nurse's position. Failure to follow departmental policy in scheduling time off, or numerous unexcused PTO absences, will result in disciplinary action.
2. In the event of a scheduling conflict between two or more Registered Nurses requesting the same time off, seniority within the department may prevail. However, exceptions may be made to honor the earliest request or other extenuating circumstances.
3. For each illness occurrence, which does not require hospitalization or day surgery, the first sixteen hours (16) scheduled working hours are taken from personal time off. After the first sixteen (16) hours, the accumulation in the extended illness bank will be used to continue the Registered Nurse's regular pay, provided the illness is verified by a physician's statement (See Extended Illness Bank Policy).
4. A Registered Nurse request for personal time off in any one continuous period of absence is limited to the following workdays:
 - a. Less than 3 years - Two Calendar Weeks
 - b. 3 years, less than 7 - Three Calendar Weeks
 - c. 7 years and Over - Four Calendar Weeks

Exceptions may be made to this in accordance with departmental scheduling and with proper authorization.

Compensation

1. Compensation for personal time off will be paid at the Registered Nurse's regular base rate exclusive of overtime, call time, or differentials.
2. Personal time off must be used for the first sixteen (16) hours that the Registered Nurse misses due to illness. This is required for each illness or injury occurrence unless hospitalized or admitted for day surgery or returning to work on a graduated basis (see Extended illness Bank Policy).

ARTICLE FOURTEEN: PTO SELL BACK

It shall be the policy of the Employer to allow all Registered Nurses to sell back 100 hours of PTO if they have at least 300 hours in their PTO bank.

These hours will be paid at Registered Nurse's current rate of pay.

Registered Nurses must sell back 100 hours in one block. Registered Nurses will not be allowed to sell back any other increment of PTO time.

If a Registered Nurse wants to sell back 100 hours of PTO, the Registered Nurse must submit a request for such payment with his/her time sheet or time card and the request will be processed on a pay period basis. A separate check may be requested in writing by a Nurse; however, if a separate check is not requested the payment will appear in the Nurse's next paycheck.

ARTICLE FIFTEEN: WORKING HOLIDAYS

The Employer recognizes the following holidays:

- New Year's Day
- Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

Due to difficulties in staffing, Registered Nurses that perform scheduled work on holidays during the following times will be paid at one and one-half (1½) times the Registered Nurse's straight time rate.

Administrative approval will be required for departments that do not provide direct patient care to remain open during recognized holidays.

Dates (1.5 rate of pay)	Acute Care	Extended Care
New Years Eve	Starts at 1900	Starts at 1700
New Years Day	Ends at 1900	Ends at 1700
Easter Eve	Starts at 1900	Starts at 1700
Easter Day	Ends at 1900	Ends at 1700
Memorial Day Eve	Starts at 1900	Starts at 1700
Memorial Day	Ends at 1900	Ends at 1700
Independence Day 07/04	Starts at 0700	Starts at 0500
Independence Day 07/05	Ends at 0700	Ends at 0500
Labor Day Eve	Starts at 1900	Starts at 1700
Labor Day	Ends at 1900	Ends at 1700
Thanksgiving Eve	Starts at 1900	Starts at 1700
Thanksgiving Day	Ends at 1900	Ends at 1700
Christmas Eve	Starts at 1900	Starts at 1700
Christmas Day	Ends at 1900	Ends at 1700

ARTICLE SIXTEEN: EXTENDED ILLNESS BANK (EIB)

It is the intent of the Employer to provide Registered Nurses with an extended illness bank (sick leave), also referred to as EIB, as a means of protection from loss of income during periods of prolonged, catastrophic illness, or disability.

Registered Nurses found to have abused this benefit by falsification or misrepresentation shall be subject to disciplinary action, which may be cause for termination.

Registered Nurses will accrue extended illness hours proportionate to the number of hours worked per pay period, limited to 80 hours in a pay period.

The accrual rate is .034615 per hour.

Extended illness time will not be accrued on overtime (over 40 hours worked in a week or 80 in a pay period), call time, and for unpaid leave time. PTO, EIB, Bereavement and FMLA PTO will accrue EIB hours at the same rate as regular worked hours, not to exceed accrual on more than eighty (80) hours in a pay period.

A maximum of sixty-two (62) days, or 496 hours, may be accumulated in the EIB.

At the end of ten years, Registered Nurses accumulating the maximum EIB of sixty-two (62) days (496 hours) shall be entitled to twenty-four (24) hours PTO for a one time award only.

A statement from a physician may be necessary for any benefits to be received from the EIB.

After a Registered Nurse has been off work due to illness for sixteen (16) hours, PTO will be used for the first sixteen (16) hours of leave, and then EIB can be used to continue regular pay.

The sixteen (16) hour waiting period applies EACH time a Registered Nurse is absent due to illness. Payment for these hours will be made from any PTO hours the Registered Nurse may have accumulated.

In the event a Registered Nurse is hospitalized, admitted for day surgery, or has major dental work completed (root canals, oral surgery, and wisdom teeth removal) the Registered Nurse will be paid directly from EIB and use EIB time until the Registered Nurse returns to work or exhausts their EIB bank.

In circumstances involving a Registered Nurse who is returning to work on a graduated basis (*i.e.*, following surgery, a lengthy illness, work related injury, etc.) the Registered Nurse may be allowed to continue to use their Extended Illness Bank hours. The Registered Nurse must ask their Department Manager/Nurse Manager if they can remain in their EIB. The Department Manager/Nurse Manager must relay this request to Human Resources. The Department Manager/Nurse Manager and the Human Resources Director will decide if the Registered Nurse is eligible to continue to use their EIB, after considering how similar situations and circumstances have been managed in the past.

EIB benefits will be paid for hours in which the Registered Nurse would have worked, and will not apply to a Registered Nurse's scheduled day off.

A Registered Nurse who cannot work due to a work-related illness or injury may use EIB for the days not covered until worker's compensation payments begin.

If the accumulation in the EIB is exhausted and additional time is needed for recovery from an illness or injury, any PTO hours accrued may be used to continue the Registered Nurse's salary. If a Registered Nurse has exhausted their personal time off hours, they may be allowed to take an unpaid leave of absence, subject to FMLA rights, if any. The Department Manager/Nurse Manager and Human Resource Director shall consider and, if appropriate in their discretion, approve the unpaid leave of absence. If the nurse is not covered under the FMLA, there is no guarantee a Registered Nurse will be granted an unpaid leave of absence. If an unpaid leave of absence is not granted, the Registered Nurse will be considered a voluntary termination that is eligible for rehire, if prior performance history is satisfactory.

A Registered Nurse who resigns, retires, or is laid off will be paid ten percent (10%) or one (1) hour for every ten (10) hours accumulated in the EIB. A minimum of 80 hours is required in a Registered Nurse's Earned illness Bank before being paid upon termination. After 20 years of continuous employment, 20% of hours accumulated in the Registered Nurse's EIB will be paid. Any EIB hours which are eligible for payment will be paid at the Registered Nurse's regular base rate.

EIB hours may not be donated to other Registered Nurses.

ARTICLE SEVENTEEN: NON-FMLA - LEAVE OF ABSENCE

Upon completion of the probationary period, a non-FMLA qualifying leave of absence without pay may be granted to a Registered Nurse. A request for a leave of absence must be made to the Registered Nurse's Department Manager/Nurse Manager and approved by the Human Resource Director. Administration reserves the right to approve a leave of absence for other reasons and durations on an individual basis in the best interest of the Employer. There is no guarantee that a Registered Nurse will be granted a Non-FMLA- Leave of Absence.

The general rules that must be followed for approval of a Non-FMLA Leave of Absence are:

- A Personnel Data Form must be provided to the Human Resources Department for all leaves of absence. All requests for a leave of absence must be in writing with the exception of cases where the individual may be physically or mentally unable to make such a request, and in such cases, a physician's verification will be required.
- All requests must be made in advance of anticipated leave, except in cases of illness, death in the family, or other valid emergencies.
- PTO time must be used concurrently with a leave of absence; however, EIB can be used for medical leave of absences, as provided by qualifying policies. A leave of absence may be granted not to exceed three months including PTO and EIB time used. The Department Manager/Nurse Manager must obtain approval from the Human Resources Director for any extended leaves of absence.

- Any PTO/EIB time used during a leave of absence must be in increments equal to the Registered Nurses' usual scheduled work hours per week. If a Registered Nurse has exhausted their PTO and/or EIB hours, he/she may be allowed to take an unpaid leave of absence, if the department can accommodate the Registered Nurse's absence and if the Department Manager/Nurse Manager, Human Resources Director, and/or CEO approve the unpaid leave of absence. There is no guarantee that a Registered Nurse will be granted an unpaid leave of absence. If an unpaid leave of absence is not granted, and the Registered Nurse does not continue to work their normal working schedule, the Registered Nurse will be considered a voluntary termination that is eligible for rehire, if prior performance history is satisfactory.
- Length of service will accrue during a leave of absence; however, PTO and EIB hours are not earned during a non-FMLA qualifying leave of absences.

The Employer reserves the right to fill an open position created by a leave of absence, as it deems appropriate. However, if it is found that staffing issues occur due to Registered Nurse taking a leave of absence, the Department Manager/Nurse Manager may notify the Registered Nurse on leave that they have to return to their position, or a permanent replacement will be made. If that Registered Nurse chooses to return to work, that Registered Nurse will be provided their regular shifts. Conversely, if the Registered Nurse fails to return to work as requested, or at the end of a Leave of Absence, it will be assumed that they are a voluntary termination that is eligible for rehire, if prior performance history is satisfactory.

Registered Nurses are required to confirm with their Department Manager/Nurse Manager one month in advance of the date they are planning to return to work, except when circumstances do not allow.

If a Registered Nurse desires to continue Long Term Disability/Life insurance for the duration of the leave of absence, the Registered Nurse will be required to pay the current rate being charged by the employer's insurance carrier. The payment must be received in the Accounts Payable Department by the first (1st) day of each month. If the Registered Nurse chooses to continue Long Term Disability/Life insurance and the Registered Nurse fails to make timely payments, the Registered Nurse will be dropped from the insurance.

If the Registered Nurse desires to continue health insurance, the Registered Nurse will be responsible for the health insurance premiums associated with coverage. Payments must be received in the Accounts Payable Department by the first (1st) day of each month. If the payment is more than thirty (30) days late, the health care coverage may be dropped for the duration of the leave. The Employer will provide fifteen (15) days notification prior to the loss of coverage.

ARTICLE EIGHTEEN: JURY DUTY

If a Registered Nurse is summoned for jury duty, the Registered Nurse must first notify his/her Department Manager/Nurse Manager. If the daily jury duty allowance is less than a Registered Nurse's regular daily wage (excluding overtime and differential pay) the Employer will pay the Registered Nurse the difference between the regular wage and the jury pay for a maximum of two weeks.

Jury duty time will not be deducted from a Registered Nurse's PTO bank.

The Employer may seek to have a Registered Nurse be relieved of jury duty if the Registered Nurse's absence will adversely affect patient/resident care or the efficient operation of the Employer. In such case, the Employer will provide a letter to the Registered Nurse to such effect and stating the reasons therefor, and the Registered Nurse will provide such letter to the court.

ARTICLE NINETEEN: BEREAVEMENT LEAVE

The Employer will grant up to five (5) consecutive days, of regular schedule hours worked, not to exceed forty (40) hours with pay to all full-time Registered Nurses for a death in the Registered Nurse's immediate family. Bereavement leave will be granted to part-time Registered Nurses based upon their normal scheduled hours of work. For example, if a part-time Registered Nurse works sixteen (16) hours per week, she/he will be granted sixteen (16) hours of bereavement leave.

Immediate family is defined as a parent, brother, sister, son, daughter, spouse, mother-in-law, father in-law, grandparent, grandchild, step-grandparent, step-parent fulfilling the parental role, and step-child.

The Employer will grant eight (8) hours of bereavement leave to Registered Nurses to attend the funeral of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent-in-law, aunt, uncle, niece or nephew.

If scheduled days are taken off to attend other funerals, the Registered Nurse will be required to use PTO hours.

The Registered Nurse will complete a Request for Time Off and forward it to their Department Manager/Nurse Manager. The Department Manager/Nurse Manager will complete the number of hours approved and state the nature of the relationship with the Registered Nurse. Signed documents will be submitted to the Payroll Department.

In certain instances, documentation may be required. If a Registered Nurse is found to have abused this policy, the Registered Nurse will be subject to disciplinary actions including termination from employment.

ARTICLE TWENTY: MATERNITY/PATERNITY/ADOPTION LEAVE

Refer to the general Leave of Absence policy.

If a Registered Nurse does not qualify under the Family and Medical Leave Act policy, the Employer will grant a reasonable leave of absence, up to a maximum of twelve (12) weeks for maternity, paternity, or adoption leave. Reasonable length of time shall be mutually agreed upon between the Nurse and the Department Manager/Nurse Manager. The Department Manager/Nurse Manager shall confer with HR about the length of leave time. Registered Nurses using maternity leave will be allowed to go directly into their EIB time.

A Registered Nurse who is adopting a child should alert their Department Manager/Nurse Manager when adoptive proceedings have begun and continue to update the Department Manager/Nurse Manager about the expected arrival date of the child. The Registered Nurse is required to use PTO for type of leave, if there is not PTO available, the leave will be unpaid.

ARTICLE TWENTY-ONE: FAMILY MEDICAL LEAVE, MILITARY LEAVE, WORKERS' COMPENSATION LEAVE

The Employer complies with all provision of the Family Medical Leave Act. Please refer to the Personnel Policy Manual for specific information regarding the Family Medical Leave Act. A copy of the Family Medical Leave Act is available in the Human Resources Department.

The Employer does offer military leave. A copy of the military leave policy is available in the Human Resources Department.

The Employer does have Workers' Compensation leave and Return to Work programs. Copies of those policies are available in the Human Resources Department.

ARTICLE TWENTY-TWO: EMPLOYMENT PRACTICES

1. For purposes of accrual of benefits, re-employed Registered Nurses will be treated as newly hired except that a Registered Nurse who has been laid off due to low census, reduction in operations or other economic factors, and who is recalled within twelve (12) months, shall be entitled to benefits and placement in the grade on the salary schedule which they had at the time of layoff.
2. Upon employment, the Employer shall arrange for all Registered Nurses to receive annual TB screening. The cost of screening shall be borne by the Employer. All Registered Nurses will comply with established policies and procedures regarding employment and infection control requirements as mandated by state and federal guidelines.
3. Except for such reasons as reduction in operations or changes in services, discipline and discharge shall be only for just cause. Subject to the relevant provisions of this Agreement, Registered Nurses disciplined or discharged shall be entitled to utilize the provision of the grievance procedure, as outlined herein. Personnel records shall be cleared of reference to this matter if lack of cause is established.

4. For disciplinary matters, please reference the Employer's Progressive Discipline Process outlined in the Personnel Manual. Changes to this policy will be mutually agreed upon by the parties. Nurses being disciplined will have the right to have an Association Representative present per their request, in accordance with Weingarten Rights if applicable. Disciplinary procedures may start at any step and may not necessarily occur in sequence depending on the seriousness of the infraction. If the infraction is severe, immediate termination or intervention may result. The purpose of disciplinary measures is to identify and, ideally, resolve work-related problems. The Employer's progressive discipline policy lists these actions:

Informal Disciplinary Actions:

1. Corrective Counseling
2. Verbal Warning

Formal Disciplinary Actions:

1. Written Warning
2. Suspension without Pay
3. Disciplinary Demotion
4. Termination

5. A change in classification status does not alter a Registered Nurse's accrued work hours for purposes of accrual of benefits or placement in the salary schedule according to classification. If a LPN becomes a Registered Nurse then that Nurse will be paid at the beginning wage rate of the Registered Nurse pay grade salary, however the benefits such as PTO and EIB will be calculated based on applicable years of experience.
6. Written personnel data forms shall be used to specify conditions of hiring, termination changes in Registered Nurse's status, pay or shift, and leave of absence. Reasons for termination, change in status, pay or shift, shall be noted on the form. A copy will be provided to the respective Registered Nurse upon request.
7. A comprehensive orientation program of a reasonable period of time, including orientation to the shift to be worked for newly hired nursing personnel shall be instituted and maintained by the Employer. The orientation program will conclude when the Registered Nurse objectively demonstrates competency as determined by the Employer with input from the nurse mentor(s).
8. It is the responsibility of the RN to provide appropriate documentation of licensure and certification or recertification directly to the Human Resources Department.

9. A regular and ongoing in-service education program shall be instituted and maintained by the Employer and made available to all shifts with programs posted in advance.

Continuing education for Registered Nurses will be provided by the Employer. The Clinical Services Administrator will determine these needs. \$200.00 dollars per each qualifying Registered Nurse will be made available each fiscal year and may be used for RN licensure fees, but may not be used towards the purchase of equipment. At the written request of the RN, any unused education monies, up to \$200.00, may be rolled over from one fiscal year to the next for the purpose of reimbursing the cost of taking, maintaining or renewing national certification exams and certification status, however, in no event shall education monies exceed a total of \$400.00.

All Registered Nurses that are required to attend in-service education programs provided by the Employer or any meeting at which attendance is required shall be compensated at the appropriate rate of pay. Every effort will be made to give no less than (1) week notice to Registered Nurses of such meetings; however, less notice may occur at times. Off-duty personnel shall be notified of such meetings.

The Employer encourages attendance at in-services and nursing meetings to qualify for performance appraisal wage increases.

10. The Association recognizes that the Employer has in place substance abuse testing policies to include pre-employment and reasonable suspicion testing. The Registered Nurses agree to abide by these policies.

11. Layoff and Recall:

- a. When a permanent layoff is anticipated, Administration will provide a thirty (30) day notice, unless impracticable, to affected employees and the Association. The RN and an Association representative will be provided the opportunity to discuss the procedure with the Employer. Any accrued PTO and eligible EIB time will be paid upon termination per the provisions of this Agreement. In the event the Employer fails to provide 30 days' notice or elects not to do so, the affected employee will be offered a severance package of two (2) weeks' pay and the cash out of the PTO/EIB time per the provisions of this Agreement. The terminated employee will be eligible for benefit continuation through COBRA. The RN being laid off will remain subject to all Employer policies and procedures, including professional conduct, until the effective date of layoff.

- b. If in the Employer's judgment a layoff becomes necessary, the Employer will determine the services and/or level of patient care to be provided and the staffing structure which will best meet these objectives. The Employer will determine which positions will be retained based on the determination of services and/or the level of patient care to be provided. All efforts will be made by the Employer to reassign RNs, in order of seniority, to appropriate positions prior to layoffs being made. If knowledge, skills, abilities, and prior performance are equal in the affected department, the following order is to be followed for the layoff process:

1. Requests will be made for voluntary layoff.
2. Nurses in temporary positions will be laid off,
3. Probationary Nurses shall be laid off.
4. If there continues to be a need for reduction of force, the Nurse with the least seniority in the affected department shall be laid off.

Human Resources shall maintain a list of laid off RNs for a period of one (1) year. It is the responsibility of the RN to maintain contact with HR of their recall availability, and current contact information. In the event that a RN position covered under this contract becomes open, it shall be posted internally first according to the procedure outlined in this contract. If an internal candidate is not found, then HR shall pass the applications of the laid off RNs on to the hiring Department Manager/Nurse Manager. If knowledge, skills, abilities, and prior performance are equal, seniority will be the determining factor in making a hiring decision. If opening remains after this procedure is followed, the position will be posted publicly.

ARTICLE TWENTY-THREE: HARASSMENT

Harassment, including sexual harassment or abusive treatment of a Nurse on any basis is strictly prohibited. The purpose of this section is to identify those behaviors which may create an intimidating, hostile, or offensive working environment.

Harassment or abusive treatment includes, but is not limited to any conduct or behavior that has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Examples of this behavior includes, but is not limited to, use of foul language, shouting and/or angry outburst, throwing of items or language to another individual that is disrespectful and insulting.

Reporting Harassment

It is the responsibility of Nurses to report any episodes. If you are subject to, witness, or suspect any of this type of behavior, report the matter immediately to your Department Manager/Nurse Manager. If you are uncomfortable reporting this to your manager, you should report the incident directly to Human Resources.

Management Response to Harassment

The Department Manager/Nurse Manager or Human Resources will review the complaint, gather all the necessary facts, and confer with all persons whom he/she feels can aid in substantiating a claim of harassment.

If harassment is substantiated, disciplinary action will occur as per the Progressive Discipline Process. Results of the investigation are confidential and will not be shared with the employee reporting the harassment.

Retaliation following a Report of Harassment

Any act of retaliation against a Nurse who reports, participated in an investigation or is otherwise involved in such an inquiry is strictly forbidden. Any Nurse found to have retaliated against another Nurse will be subject to the Progressive Discipline Process.

ARTICLE TWENTY-FOUR: PERFORMANCE EVALUATIONS

1. Periodic conferences shall be provided to evaluate the Registered Nurse's performance. This evaluation shall be scheduled at the end of the six (6) month probationary period and annually thereafter on anniversary date. The performance of each Registered Nurse shall be the subject of a conference between the Registered Nurse and the Department Manager/Nurse Manager. Conferences may be scheduled at any time at the request of the Registered Nurse or the Department Manager/Nurse Manager.

The evaluation shall be provided in writing by the Department Manager/Nurse Manager and shall relate objectively to the performance of the Registered Nurse in relation to the position description under which the Registered Nurse is assigned. Evaluations that indicate a need for improvement shall bear evidence of the Department Manager/Nurse Manager's recommendation for achieving that improvement, and a proposed timeline, if appropriate.

The Registered Nurse shall receive copy of all written performance evaluations at the conclusion of the evaluation process. If there is an issue with the evaluation, the Nurse may follow the procedure as outlined in the Grievance Procedures herein.

ARTICLE TWENTY-FIVE: POSITION CHANGES

Preference for position changes to all nursing vacancies and new positions in the Nursing Service Department shall be given to Registered Nurses already employed by the Employer, providing they meet the qualifications as specified by the Employer for such positions. If knowledge, skills, abilities, and prior performance are equal among the candidates, seniority shall be considered in determining the choice for promotion or selection to the position, but the final decision shall be made by the Employer.

Notices of Registered Nurse positions to be filled shall be posted on a previously designated bulletin board at least ten (10) days in advance of filling the position in order to afford presently employed Registered Nurses the first opportunity to apply. Any RN may obtain a copy of the job description for a posted position upon request from the hiring Department Manager/Nurse Manager.

ARTICLE TWENTY-SIX: GRIEVANCE AND ARBITRATION PROCEDURE

The parties agree to utilize the following grievance and arbitration procedure for the purpose of resolving any and all disputes regarding the interpretation or application of this Agreement or any other disputes involving the Registered Nurses' conditions of employment. Working days are defined as Monday through Friday not including Holidays. All timelines herein may be extended upon mutual agreement of the parties and will not be unreasonably denied.

It is the policy of Sidney Health Center to establish a procedure to hear employee complaints and grievances. A grievance exists when an employee feels dissatisfied with an aspect of their employment and/or dismissal from employment, and desires corrective action. If either party fails to comply with time limits set forth herein, the grievance will be considered resolved in favor of the party that was in compliance with the provisions of this Article.

Most grievances can be settled by presenting the problem informally to the Department Manager/Nurse Manager. Employees are strongly encouraged to discuss any work related problem with their Department Manager/Nurse Manager before utilizing the grievance procedure. All employees shall be free to present grievances to their Department Manager/Nurse Manager and shall be assured freedom from discrimination, coercion, restraint, or reprisal as a result.

Initial Action (Informal): Any Registered Nurse who believes he or she has suffered a grievance may take the issue to their Department Manager/Nurse Manager. All efforts should be made at this level to resolve the issue.

Step 1: If no satisfactory settlement is reached through the informal process above, the grievance shall be reduced to writing and presented to the Department Manager/Nurse Manager no later than seven (7) working days after the occurrence upon which the grievance is based. A copy of the grievance and any supporting documents are also to be delivered to the Human Resources Administrator. The grievance shall be accompanied by the written documentation of the attempted informal resolution. The Department Manager/Nurse Manager shall inscribe the date of receipt and sign the written grievance and will review the written grievance, gather all necessary facts, and confer with all persons whom he/she feels can aid in making a decisions he or she feels is appropriate under the circumstances. The Department Manager/Nurse Manager will present a written answer and discuss the grievance with the Registered Nurse and the representative of the local unit. The Department Manager/Nurse Manager's written response in this step shall be presented to the grievant within seven (7) working days after it was received.

Step 2: If no satisfactory settlement is reached in Step 1 above, the written grievance shall be forwarded to the Department Manager/Nurse Manager's Administrative Report for determination within seven (7) working days of the receipt of the written response from the Department Manager/Nurse Manager. A copy of the grievance and any supporting documents are also to be delivered to the Human Resources Administrator. The Administrative Report shall inscribe the date of receipt and sign the written grievance and will review the written grievance, gather all necessary facts, and confer with all persons whom he/she feels can aid in making a decisions he or she feels is appropriate under the circumstances. At the request of the Association, a meeting shall be held at this step between the Administrative Report, the grievant and a representative of the Association. The Administrative Report shall submit a written answer within seven (7) working days after the close of the meeting in this step.

Step 3: If no satisfactory settlement is reached in Step 2 above, the written grievance shall be forwarded to the CEO for determination within seven (7) working days of the receipt of the written response from the Administrative Report. A copy of the grievance and any supporting documents are also to be delivered to the Human Resources Administrator. The CEO shall inscribe the date of receipt and sign the written grievance and will review the written grievance, gather all necessary facts, and confer with all persons whom he/she feels can aid in making a decisions he or she feels is appropriate under the circumstances. At the request of the Association, a meeting shall be held at this step between the CEO, the grievant and a representative of the Association. The CEO shall submit a written answer within seven (7) working days after the close of the meeting in this step.

Step 4: If no satisfactory settlement is reached in Step 3 above, either the Employer or the Association may, within seven (7) working days of the decision in Step 3, request that the matter be submitted to mediation in an effort to avoid arbitration. Any such request is optional and mediation shall be non-binding unless mutually agreed between the parties. Selection of a mediator shall be by mutual agreement of the parties. The expense of mediation, if any, shall be borne equally by the parties. If mediation is requested, the time for notice of arbitration as set forth in Step 5 below shall be tolled until the completion of mediation. Grievances concerning contract interpretation issues shall not be subject to mediation and may be submitted directly to arbitration.

Step 5: If the grievance is not settled in the preceding step, the Association may appeal the grievance to arbitration by giving written notice to the Employer within seven (7) working days after the receipt of the Employer's final answer in Step 3 or the recommendation of the mediator in Step 4.

Arbitration:

In the event the grievance is submitted to arbitration, the Employer and the Association shall request the Federal Mediation and Conciliation Service to submit the names of seven (7) arbitrators and the parties shall alternately strike names until only one (1) name remains. The first strike shall be determined by the outcome of a coin toss. After the parties strike names, the remaining named person shall be the arbitrator and shall be notified by a joint letter from the Employer and the Association requesting available dates for the hearing. The parties shall schedule the arbitration as soon as possible, subject to the availability of the parties.

The decision of the arbitrator shall be final and binding upon the Employer, the Association and the grievant. The arbitrator shall render a decision within thirty (30) calendar days following the hearing.

The arbitrator shall have no right to add to, subtract from, or modify the terms of this Agreement. The arbitrator shall render no award under this contract which is retroactive more than thirty (30) working days beyond the date that the written grievance was submitted to the Employer.

The expenses of the arbitrator, including fees, shall be shared equally by the Employer and the Association. Each party shall be responsible for its own arbitration expenses, including witness fees.

Failure to abide by the time limits set forth in the grievance procedure for the initiation of a grievance shall be deemed a waiver of the grievance by the Registered Nurse.

ARTICLE TWENTY-SEVEN: TERMINATION OF EMPLOYMENT

1. The Registered Nurse is to give at least thirty (30) days written notice of intended resignation. Extenuating circumstances may be taken into account for future rehire if the Registered Nurse is unable to provide thirty (30) days written notice.

ARTICLE TWENTY-EIGHT: PROFESSIONAL CONFERENCE COMMITTEE

The purpose of this committee will be to facilitate communication and cooperation between professional Nurses and nursing administration; to establish a forum for open discussion of mutual concerns; to provide an avenue for input from Nurses into development and maintenance of standards which affect nursing practice.

1. The committee shall consist of no more than four (4) persons selected by the Employer and no more than four (4) Nurses selected by the Association; the MNA Representative may attend. If additional Nurses wish to attend the PCC Meeting for the purposes of participating in the meeting process and be compensated for their time, prior approval from the Employer will be obtained. The committee shall meet a minimum of once a quarter, or as requested by either party not to exceed once a month, except by mutual agreement. It is the responsibility of the Local Unit to coordinate and schedule the Professional Conference Committee meetings.
2. Meetings of committee may be held on the Employer property and shall have use of the Employer's equipment. All time spent in Professional Conference Committee and nursing department standing committee meetings will be considered time worked.
3. The Professional Conference Committee shall have the ability to create subcommittees from its membership for special problems. The Professional Conference Committee shall make recommendations to Nursing Service Administration in regard to establishment, development and maintenance of projects which enhance the standards of nursing care.
4. In the event a problem is perceived in a policy adopted by the Employer relating to nursing employment conditions, the Employer will make a good faith effort to discuss the policy in Professional Conference Committee for Nurses' suggestions prior to its implementation.
5. The Employer agrees to reimburse up to five (5) Local Unit representatives up to sixteen (16) hours each for the purposes of collective bargaining agreement negotiation sessions. Upon request, the Employer may approve additional paid hours for RN's time spent at contract negotiations.

ARTICLE TWENTY-NINE: EFFECT OF LEGISLATION – SEPARABILITY

In the event that any provision or provisions of this Agreement become invalid by virtue of enactment of a Federal or State law, such provision(s) shall no longer be binding however all other provisions of this Agreement shall remain in full force and effect. Any such conflicting provision(s) shall be open for negotiations between the parties, provided written notice is served by either party requesting such negotiations.

ARTICLE THIRTY: TERMS OF AGREEMENT

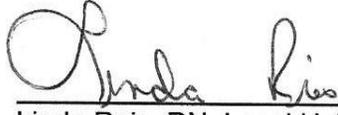
This contract shall become effective July 1, 2016 and shall remain in force to June 30, 2019, and it shall remain in force from year to year thereafter unless written notice of a desire to terminate, or to renew and modify the same be given by either party to the other at least four (4) months and not more than six (6) months prior to the expiration date of this Agreement's Amended Effective Dates, or of any extension thereof. The wage scale may be renegotiated each fiscal year July 1- June 30. In the event such notice to terminate, renew or modify is given, the parties shall meet as agreed upon for the purpose of negotiations. All notices provided for in this contract shall be delivered to the Administrator, personally, by electronic means, or shall be directed to the Employer's address, 216 - 14th AVE SW, Sidney, Montana 59270, or at such other address as either party shall have furnished to the other in writing.

During the term of this Agreement and any extensions hereof, no collective bargaining shall be had upon any matter covered by this Agreement or upon any matter which has been raised or which could have been raised during the course of the collective bargaining which resulted in the consummation of this Agreement, unless mutually agreed upon by the Employer and the Association.

There shall be no strikes (including sympathy strikes), lockouts or other work stoppages or interruptions during the life of this Agreement. All disputes arising out of the Agreement shall be settled by the grievance and arbitration procedures outlined in the Agreement. In the event there is a work stoppage or slowdown in violation of this article, the Association and the Local Unit Officers will immediately take and continue to take all reasonable steps to restore to full operations, including returning to work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 8th
day of June, 2016.

MONTANA NURSES ASSOCIATION



Linda Reis, RN, Local Unit Chair

Date: 6-15-16



Amy Hauschild, Montana Nurses Association, Labor Representative

Date: 6/8/16

SIDNEY HEALTH CENTER



Richard Haraldson, CEO

Date: 6-8-16



This Contract was printed In-House using Union Labor